County of Monterey

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

Meeting Agenda - Final-Revised

Tuesday, April 21, 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://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?division=2.&chapter=9.&part=1.&lawCode=GOV&title=5

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) *In Re: National Prescription Opiate Litigation,* Case No. 1:17-md-02804-DAP, pending in the U.S. District Court for the Northern District of Ohio.

   b. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Auditor-Controller.

   c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

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 Commending Sergeant Mark Sievers upon his retirement from 24 years of public service with the Monterey County Sheriff's Office. (Supervisor Root Askew) (NP)

Attachments: Ceremonial Resolution - Sergeant Mark Sievers

Appointments

3. Appoint Eustolia Villasenor to the San Lucas County Water District as a Primary Representative to fill an unexpired term ending on December 1, 2026. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk of Appt - Eustolia Villasenor
Resume - Eustolia Villasenor
Letter of Interest - Eustolia Villasenor

4. Reappoint Elizabeth Downey to the Natividad Medical Center Board of Trustees as a Community Leader Representative with a term expiration date on November 30, 2028. (Nominated by Natividad Medical Center Board of Trustees)

Attachments: Notification to Clerk of Appt - Elizabeth Downey
Resume - Elizabeth Downey

Boards, Commissions & Committees Terms/Vacancies

Volunteer Here for a Board, Commission and or Committee

Attachments: Link to Boards, Commissions and Committees Terms/Vacancies

Approval of Consent Calendar – (See Supplemental Sheet)

5. See Supplemental Sheet

General Public Comments

6. General Public Comments

Scheduled Matters

7. Adopt the updated General Financial Policies for reflecting revisions to the County's fiscal management framework, including updates to operating budget requirements, revenue and expenditure policies, fund balance and reserve policies.

Attachments: Board Report
General Financial Policies update 4-21-26
General Financial Policies - redline

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

8. a. Receive a status update on Ordinance No. 5443, adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of the County of Monterey, in response to Board Referral 2025.11 (Church); and (REVISED VIA SUPPLEMENTAL)
b. Provide direction to staff.
CEQA Action: Categorically Exempt.

Attachments: Board Report
Attachment A - Board Referral No. 2025.11
Attachment B - Ordinance No. 5443
Attachment C - Location Map

9. a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate.

Attachments: Board Report

10. Public hearing to consider accepting the 2025 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (REF260003) and to consider amending the Condition of Approval and Mitigation Monitoring and Reporting Program to remove the requirement to produce an annual report and extend the window of time for newly hired planners to receive Program training from 60 days to six months (REF260007)

Attachments: Board Report
Attachment A - Draft Resolution to accept the 2025 Annual Report
Attachment B - COAMMRP 2025 Annual Report
Attachment C - Draft Resolution to amend the County of Monterey COAMMP
Attachment D - Redline version of Exhibit A County of Monterey COAMMRP

Other Board Matters

Referral Matrix and New Referrals

11. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

County Administrative Officer Comments

12. County Administrative Officer Comments

Board Comments

13. Board Comments

Read Out from Closed Session by County Counsel

Read out by County Counsel will only occur if there is reportable action(s).

Adjournment

Upcoming Board of Supervisors Meetings for 2026

2026 Board of Supervisors Meeting Schedule

Attachments: 2026 Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

14. Ratify and approve Amendment No. 8 to the Agreement (A-16146) with Locumtenens.com, LLC, previously executed by the Chief Executive Officer of Natividad Medical Center (NMC) for recruiting and assignment of physician services at NMC, extending the agreement for an additional three (3) month period (April 1, 2026 through June 30, 2026) for a revised full agreement term of August 26, 2022 through June 30, 2026, with no change to the total agreement amount not-to-exceed $11,700,000.

Attachments: Board Report
Locumtenens.com, LLC. Amenedment No. 8
Locumtenens.com, LLC Amendment No. 7
Locumtenens.com, LLC_Amendment No. 6
Locumtenens.com, LLC. Amendment No.5
Locumtenens.com, LLC. Amendment No. 4
Locumtenens.com, LLC. Amendment No. 3
Locumtenens.com, LLC. Amendment No. 2
Locumtenens.com, LLC. Amendment No. 1
Locumtenens.com, LLC. Agreement

15. a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a retroactive nonstandard service agreement with Boston Scientific Corporation for LT Pulse 100 Laser equipment support and services at NMC for a maximum County obligation of $48,600 for the term of December 3, 2025 through December 2, 2029.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract provisions within the agreement.

Attachments: Board Report
Boston Scientific Corporation Agreement

Health Department

16. a. Approve and authorize the Director of Health Services or designee to execute a non-standard agreement ("Agreement") with the Board of Trustees of the California State University through its campus Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo, to work with the County of Monterey to promote and study cardiovascular health among pregnant women and infants, effective upon execution, through June 1, 2030 with no exchange of funds;
b. Approve non-standard liability provisions of the Agreement as recommended by the Director of Health Services or designee;
c. Approve a non-standard Letter of Indemnification between the County of Monterey and the Johns Hopkins University School of Medicine (Reviewing [Internal Review Board] (IRB)) associated with the Early Intervention to Promote Cardiovascular Health of Mothers and Children (ENRICH) study,

with no exchange of funds, as recommended by the Director of Health Services;
d. Approve the execution of the non-standard SMART IRB Master Common Reciprocal Institutional Review Board Authorization Agreement associated with the ENRICH study with Johns Hopkins University School of Medicine serving as the Reviewing IRB, with no exchange of funds, as recommended by the Director of Health Services; and
e. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services and do not result in an increase in funds, and with approval from the Office of the County Counsel.

Attachments: Board Report
Memorandum of Understanding
SMART IRB agreement (sample)
Letter of Indemnification JHUSOM Reviewing IRB

17. Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues, adding $43,200 in additional funding for continued services in FY 2025-26 for a revised total Agreement amount of $924,200 for the full term of March 25, 2025 through April 30, 2026.

Attachments: Board Report
Amendment No. 3
Board Order (Renewal and Amendment No. 2)
Renewal and Amendment No. 2
Board Order (Renewal and Amendment No. 1)
Renewal and Amendment No. 1
Board Order (Agreement A-17388)
Agreement A-17388

General Government

18. Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).

Attachments: Board Report
Attachment A Resolution

19. Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).

Attachments: Board Report
Attachment A Resolution

20. a. Approve and authorize the County Purchasing Agent or designee to add Blanca Maldonado dba Maldonado Crew, on an as-needed basis, to the Countywide Service Agreement (CSA) for custodial maintenance services and execute the agreement effective upon execution through June 30, 2027, with the option to extend the agreement for two additional one-year periods through June 30, 2029, with a cumulative maximum amount across **ALL** related agreements not to exceed $10,000,000 per fiscal year, provided such agreements do not significantly change the scope of work; and,
b. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% (up to an additional $1,000,000 per fiscal year) of the original annual cumulative amount for a total annual maximum across **ALL** related agreements not to exceed $11,000,000; provided such agreement does not significantly change the scope of work.

Attachments: Board Report
Maldonado Signed PreBoard

21. a. Authorize the Chief Information Officer to execute Amendment No. 4 to the non-standard Agreement (A-15254) with Governmentjobs.com, Inc. DBA NEOGOV to extend Human Resources solutions, Learn, Insight, Onboard, and GovernmentJobs through June 30, 2029, and adding $650,173 for a revised total agregrate Agreement amount not to exceed $1,646,420; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary for services with GovernmentJobs.com; and
d. Authorize the Chief Information Officer or his designee the option to execute two additional amendments and order forms allowing extension of the agreement up to two (2) additional one (1) year periods through June 30, 2031, provided that the total additional costs do not exceed 10% ($536,192) of the prior year's costs, for a total agreement not to exceed amount of $2,182,610 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Attachments: Board Report
Original Agreement & Amend 1-3
Amendment No. 4
NeoGov Excel Worksheet

22. a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement (A-15325) with Pluralsight LLC to extend Skills Business Professional license subscriptions, through June 16, 2029, and adding $79,100 for a revised total aggregate Agreement amount not to exceed $164,237; and
b.Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms, yearly renewals and such documents as are necessary for services with Pluralsight LLC; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two

(2) additional one (1) year periods through June 16, 2031, and sign associated order forms, provided that the total additional costs do not exceed 10% ($45,680) of the prior year's costs, for a total agreement not to exceed amount of $209,917 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Attachments: Board Report
Original Agreement
Pluralsight LLC Quote
Pluralsight Excel Workbook

23. a. Authorize the Chief Information Officer to execute Amendment No. 3 to the non-standard Agreement (A-16082) with Digital Scepter Corporation to extend Palo Alto licensing and hardware; installation and deployment; maintenance; updates and upgrades; related products and services through May 31, 2031, and add $500,000 for a revised total aggregate Agreement amount not to exceed $2,050,000; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute renewals, order forms, and such documents as are necessary for services with Digital Scepter Corporation; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through May 31, 2033, and sign associated order forms with a maximum total increase of $200,000 for a total agreement not to exceed amount of $2,250,000 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Attachments: Board Report
Digital Scepter Corp Agreement
Digital Scepter Amend 1-2
Digital Scepter Amend 3

24. Approve expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to reimburse the Salinas Regional Sports Authority for costs associated with the Bicycle Motocross (BMX) Pump Track and Skate Park Project at the Salinas Regional Soccer Complex.

Attachments: Board Report
Attachment 1: Invoice

25.

a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000 with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and

b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

Attachments: Board Report
Attachment A Resolution

26. a. Authorize the Purchasing Agent, or their designee, to execute agreement not to exceed $270,000 with Advanced Chemical Transport, LLC, to provide agricultural chemical packing, transportation, and disposal services for the period of April 27-June 30, 2027, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the Agreement.

Attachments: Board Report
Standard Agreement
Exhibit A - ACTenviro
Certificate of Liability Insurance

Public Works, Facilities and Parks

27. a. Approve a one-time Special Event Use Permit with an anticipated attendance over 5,000 between Spartan Race, Inc. and the County of Monterey to hold the Monterey Spartan Super 10K and Sprint 5K Weekend, and the Monterey Spartan Trail Race 10K, 21K & 50K Events at Toro Regional Park on May 29-31, 2026, where all Public Works, Facilities and Park's Department expenditures to support this Event will be reimbursed by Spartan;
b. Find that the one-time Monterey Spartan Super 10K and Sprint 5K Weekend and The Monterey Spartan Trail Race 10K, 21K & 50K Events scheduled for May 29-31, 2026, at Monterey County's Toro Regional Park, is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15304(e) of the CEQA Guidelines; and
c. Authorize the Director of Public Works, Facilities and Parks or designee to sign the Special Event Use Permit between OCR US Holdings, LLC dba Spartan Race, Inc. and the County of Monterey.

Attachments: Board Report
Attachment A – Spartan Race Event Details
Attachment B – Proposed Special Event Use Permit
Attachment C – CEQA Guidelines Section 15304(e)

28. a. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute a non-Standard Agreement between Hach Company and the County of Monterey for services to monitor water treatment plant equipment at Lake Nacimiento and Lake San Antonio, South Shore with a term beginning May 1, 2026 through April 30, 2029, for an amount not to exceed of $200,000;
b. Approve Contract Addendum to Standard Agreement for non-standard clauses including Services, Indemnification, Limitation of Liability, Warranty, Intellectual Property; Information Technology;

Privacy; Performance Guarantees; Acceptance and Set off; Funds Transfers; and Miscellaneous; and c. Execute up to two (2) future amendments to the non-Standard Agreement where each amendment does not exceed 10% ($20,000), of the agreement amount and do not significantly change the scope of work, subject to County Counsel approval, for an aggregate total contract amount of $240,000.

Attachments: Board Report
Attachment A – proposed Non-Standard Agreement

Addenda/Supplemental

29. Addenda/Supplemental

Revised language in Item No. 8 under Scheduled Matters - PM to include the name of the Board Member (Church's name in the title) who made the referral.

County of Monterey

Item No.1

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

Board Report

Legistar File Number: CS 26-016

April 21, 2026

Introduced: 4/13/2026
Version: 1

Current Status: Agenda Ready
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) *In Re: National Prescription Opiate Litigation,* Case No. 1:17-md-02804-DAP, pending in the U.S. District Court for the Northern District of Ohio.

b. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Auditor-Controller.

c. Pursuant to Government Code section 54956.9(d)(2), the Board will confer with legal counsel regarding one matter of significant exposure to litigation.

County of Monterey

Board Report

Legistar File Number: CR 26-052

Item No.2

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

April 21, 2026

Introduced: 3/25/2026
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution Commending Sergeant Mark Sievers upon his retirement from 24 years of public service with the Monterey County Sheriff's Office. (Supervisor Root Askew) (NP)

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

RESOLUTION NO.
Resolution Commending **Sergeant Mark Sievers**
upon his retirement from 24 years of public service
with the Monterey County Sheriff's Office

WHEREAS, Sergeant Mark Sievers was born in Yankton, South Dakota, and was raised, along with his sister, Melissa, by his parents, Terry and Bonnie Sievers, while the family was stationed at several Army bases around the world; and

WHEREAS, Sergeant Mark Sievers was hired by the Monterey County Sheriff's Office in October 2002 as a Deputy Recruit, graduating from the police academy in April 2003; and

WHEREAS, upon graduating from the police academy, **Sergeant Mark Sievers** received the Oath of Office from Sheriff Mike Kanalakis on April 25, 2003, and throughout his distinguished career served under Sheriff Gordon Sonne, Sheriff Mike Kanalakis, Sheriff Scott Miller, Sheriff Steve Bernal, and Sheriff Tina Nieto; and

WHEREAS, Sergeant Mark Sievers began his career in the Corrections Operations Bureau and was assigned to the Transportation Unit; and in 2005 transferred to the Patrol Division, where he served as a Patrol Deputy; and from 2010 to 2014 was assigned to the County of Monterey Marijuana Eradication Team (COMMET), during which time he was promoted to the rank of Sergeant by Sheriff Scott Miller; and

WHEREAS, from 2006 to 2019, during his service in the Operations Division, **Sergeant Mark Sievers** served as a member of the Sheriff's Office Special Weapons and Tactics (SWAT) Team, contributing his skills, leadership, and professionalism to one of the agency's most demanding assignments; and

WHEREAS, from 2016 to 2020, **Sergeant Mark Sievers** was assigned to the Professional Standards Unit, where he upheld the integrity, accountability, and high ethical expectations of the Sheriff's Office; and

WHEREAS, Sergeant Mark Sievers has expressed that one of the greatest privileges of his career was the opportunity to work alongside many of the finest law enforcement professionals within the Monterey County Sheriff's Office and partner agencies, and he considers it an honor to have served the residents of Monterey County; and

WHEREAS, Sergeant Mark Sievers and his wife, Deanna, share two children together, in addition to his daughter, all of whom have supported him throughout his years of dedicated public service.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey, on behalf of all residents, hereby acknowledges, commends, and extends its deepest appreciation to **Sergeant Mark Sievers** for his 24 years of exemplary public service to the people of Monterey County as a dedicated and valued member of the Monterey County Sheriff's Office.

BE IT FURTHER RESOLVED that the Board of Supervisors wishes him continued success, health, and happiness in all his future endeavors, and much joy in his well-deserved retirement.

PASSED AND ADOPTED this _____ day of _____, 2026, by the following vote, to wit:
AYES:
NOES:
ABSENT:

I, Valeria 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: APP 26-058

Item No.3

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

April 21, 2026

Introduced: 4/10/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Eustolia Villasenor to the San Lucas County Water District as a Primary Representative to fill an unexpired term ending on December 1, 2026. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, April 21, 2026

Appointment to the San Lucas County Water District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Eustolia Villasenor**

Address: [redacted]

Telephone number(s): [redacted]
Primary Phone:

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment:

Replacing Member:

☐ Reappointment

☒ Filling an Unscheduled/Unexpired Term

Replacing Member: Martha Flores

Reason: ☒ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on: 2/3/2026

Earliest Board of Supervisors' meeting date appointment can be set is: 4/21/2026

Term:

Start Date: **4/21/2026** Expiration Date: **12/1/2026**

Eustolia Villasenor

OBJECTIVE: Become a BOARD MEMBER of the SAN LUCAS WATER DISTRICT

HIGHLIGHTS OF QUALIFICATION

- 25+ years' experience with Millwrights Local 102
- Installing Machinery
- Worked on conveyer belts and compressors
- Worked at different locations and with different employers, under Millwrights Local 102
- Strong organizational and time management skills
- Ability to prioritize, delegate and motivate
- Excellent verbal and written communication skills in both English and Spanish
- Resourceful in solving problems and maximizing resources
- Ability to deal with diverse customers, including those who may be irate
- Friendly and outgoing, with a pleasant manner

OFFICE SUPPORT AND COMPUTER SKILLS

- Type 30 words per minute
- File – alpha numeric / subject matter / chronological
- Can operate copy machines / calculator / printers
- Can complete correspondence and note taking

COMMUNICATION & INTERPERSONAL SKILLS

- Provided customer service, to internal and external customers, in a professional yet friendly manner
- Maintained appropriate confidentiality and sensitivity to needs of peers and employers

EMPLOYMENT HISTORY

12/31/2025 **Retired**

10/1999 – 12/2025 **Millwrights Local 102** Livermore, CA

EDUCATION

Millwrights required employment enrichment classes

- High Torque Rigging
- Four Welding Certification Classes; 132 Inter-shield welding, 7018, Tig-weld,
- Blue Prints
- Forklift Driving

Hartnell College Mechanical Classes Salinas CA

Eustolia Villasenor

[redacted]

February 12 2026

Dear Mr. Lopez:

I have been a resident of San Lucas for over 50 years. I am interested in serving on the Board of Directors of the San Lucas County Water District. I am a registered voter in this community, and I believe I can make a positive contribution to the San Lucas Water Board. There is a vacancy on the SLCWD Board, now I am requesting that you appoint me to fill the vacancy My physical address is 53421 San Benito Street San Lucas; my mailing address is P.O. Box 211 San Lucas CA 93954. My phone number is (831) 594-8702 I appreciate your time regarding this matter

Thank you.

Eustolia Villaseñor

County of Monterey

Board Report

Legistar File Number: APP 26-059

Item No.4

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

April 21, 2026

Introduced: 4/13/2026
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Elizabeth Downey to the Natividad Medical Center Board of Trustees as a Community Leader Representative with a term expiration date on November 30, 2028. (Nominated by Natividad Medical Center Board of Trustees)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: NATIVIDAD MEDICAL CENTER BOARD OF TRUSTEES - CLERK

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: 04/21/2026

Appointment to the: Natividad Medical Center Board of Trustees

Nominated by: Natividad Medical Center Board of Trustees

Representing: Natividad Medical Center Board of Trustees

Nominated Appointee:

Name: Elizabeth Downey

Address: [redacted]

Telephone number(s):
Primary Phone: [redacted]

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member:

Reason: ☐ Resignation ☐ Death ☐ Term not completed ☐ Other (explain)

Clerk noticed of Unscheduled/Unexpired Term on:

Earliest Board of Supervisors' meeting date appointment can be set is:

Term:

Start Date: **11/30/2025** Expiration Date: **11/30/2028**

Elizabeth "Libby" Downey

Libby was born in High Point, North Carolina. Libby graduated in 1960 with a Bachelor of Science Degree in Nursing from the University of North Carolina, Chapel Hill, where she was inducted into Valkyries (Mortar Board Honor Society equivalent). She married Wayne Downey in 1962 and has lived in Monterey since 1963. They have three adult children: Scott, Heath, and Paige.

Professional Experience

Visiting Nurse Association Coordinator Staff Development	2007 - 2008
Real Estate Associate	1980 - 1985
Monterey County Superior Court Appointee	
Conservator of the Person	2000 - 2008
Monterey County Health Department Public Health Nurse	1995 - 2007
Lyceum of Monterey County, Executive Director	1985 - 1995
Community Hospital of the Monterey Peninsula, Staff Nurse - Oncology	1975 - 1981
Monterey Peninsula Unified School District	
Adult School Instructor	1966 - 1967
School Nurse, Elementary and High School	1963 - 1966
San Jose Hospital School of Nursing, Nursing Instructor	1962 - 1963
University of Colorado Med Ctr., Staff Nurse - Intensive Care	1960 - 1962
Camp Kieve, Nobleboro, Maine, Camp Nurse	1960, 1967

Community Service Experience

Seaside Groundwater Basin Water Master Board	2015 - 2016
Rotary Club of Monterey	2007 - Present
Rotary Club of Monterey Board Member	2012 - 2014
Regional Taxi Authority - Board of Directors	2010 - 2016
Vice Chair	2010 - 2012
Chair	2012 - 2014
Monterey Regional Water Authority	2013 - 2016
Alternate	2013
Delegate	2016
Monterey Regional Water Pollution Control Agency	2008 - 2016
Historic Monterey	2008 - 2012
City of Monterey Vice-Mayor	2008, 2012, 2016
City of Monterey Councilmember	2004 - 2016
Monterey Regional Waste Management District	2006 - Present
Member of Litter Abatement Task Force	2005 - Present
Chair	2014 - Present
Association of Monterey Bay Area Governments	2005 - 2012
2nd Vice President	2007 - 2008
1st Vice President	2008 - 2009
Monterey-Salinas Transit	2005 - 2016
Vice Chair	2013 - 2014
Chair	2014- 2016
Monterey Bay National Marine Sanctuary	2005 - 2010
League of California Cities	2004 - 2016
Vice President (Regional Branch)	2008 - 2009
Hospice Foundation of the Central Coast	1995 - 2001
Chairperson	2000 - 2001
Monterey Peninsula College Foundation	1995 - 2001
City of Monterey Parks and Recreation Commission	1981 - 2004
Vice Chair	1986-1987, 2002
Chair	1988 - 1989, 2004
Visiting Nurses Association - Board of Directors	1982 - 1986
Carmel Presbyterian Church Trustee	1980 - 1984
Junior League of Monterey County	1969 - 1981
President	1977 - 1978
American Junior League Western Area Council	1978 - 1979
Monterey County Grand Jury	1979 - 1980
Family Service Agency of Monterey	1977 - 1981
President	1980 - 1981

County of Monterey

Board Report

Legistar File Number: 26-364

Item No.

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

April 21, 2026

Introduced: 4/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Volunteer Here for a Board, Commission and or Committee

County of Monterey

Board Report

Legistar File Number: OBM 26-051

Item No.5

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

April 21, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 26-052

Item No.6

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

April 21, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 4/10/2026
Version: 1

Current Status: Scheduled AM
Matter Type: General Agenda Item

Adopt the updated General Financial Policies for reflecting revisions to the County's fiscal management framework, including updates to operating budget requirements, revenue and expenditure policies, fund balance and reserve policies.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt the updated General Financial Policies for reflecting revisions to the County's fiscal management framework, including updates to operating budget requirements, revenue and expenditure policies, fund balance and reserve policies.

SUMMARY/DISCUSSION:
The stewardship of public funds is among the most significant responsibilities of County officials and managers. The General Financial Policies serve as the County's primary framework for fiscal planning, budget development, financial reporting, revenue management, capital planning, and internal controls. These policies are reviewed at least annually and updated to reflect best practices, statutory changes, operational requirements, and the Board's strategic direction.

The recommended updates are intended to strengthen fiscal discipline, support long-term financial sustainability, clarify governance structures, and ensure alignment with Countywide priorities. The revised policies continue to centralize the County's financial guidelines, providing transparency, accountability, and consistency for all departments.

Some of the significant changes in the fiscal policy update include:

- Updating references to state and federal document guidance.
- Clarification to the Budget Committee role and responsibility.
- Establishment of budgetary controls at the major expenditure category versus general appropriation unit.
- Prohibition of departments' ability to reallocate their board approved general fund contributions within their budget units without the approval of the Board of Supervisors.
- Clarification of funds assigned in the strategic reserve by Natividad Medical Center do not count towards the Boards requirement of maintaining strategic reserves at 10% of general fund revenues.
- Establishment of a Compensated Absences assignment usage and reserve level policy. Compensated assignment reserve level shall be maintained at a 10% of the General Fund liability and usage is restricted to departments that are projected to exceed their

board approved appropriations or general fund contributions.

- Clarifications that General Fund usage shall be the funding of last resort and departments are required to use all other fund balances and revenue streams prior to usage of general fund contributions.
- Updated to the Risk Management General Liability and Workers Compensation fund balance provision. Delineating the minimum fund balance levels shall be maintained at no less then 70% confidence level as determined by an actuarial study.
- Expectation that any county position established as a result of a grant or external funding source is expected to be eliminated if that funding ceases.

OTHER AGENCY INVOLVEMENT:
Development of the updated fiscal policy has been reviewed by County Counsel, Auditor Controller's Office, Risk Management, and discussed with departments. With portions of the updates presented to the County Budget Committee with recommendation of support.

FINANCING:
There is no direct fiscal impact associated with adopting the updated fiscal policy. The changes serve to guide Countywide fiscal practices and improve long term financial stewardship.

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 by: Michael Beaton, Assistant County Administrative Officer, ext. 5309

Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments: General Financial Policy Update; General Financial Policy (redline)

Introduced: 4/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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X Sustainable Infrastructure for the Present and Future
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Prepared by: Michael Beaton, Assistant County Administrative Officer, ext. 5309

Approved by: Sonia M. De La Rosa, County Administrative Officer

Attachments: General Financial Policy Update; General Financial Policy (redline)

COUNTY OF MONTEREY

GENERAL FINANCIAL POLICIES

Updated 4-21-2026

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1. PURPOSE AND BACKGROUND

The stewardship of public funds is one of the most significant responsibilities given to the officials and managers of the County of Monterey (County). The development and maintenance of prudent financial policies enable County officials to protect public interests, ensure transparency, and build trust. Financial policies define a shared understanding of how the County develops its financial practices and manages its resources to provide the best value to the community.

This document centralizes the County's financial policies to establish a framework for overall fiscal planning, management, and guidance. These policies are reviewed, updated, and brought before the Board of Supervisors (Board) as needed but at least annually for adoption. This continued review and adoption promotes sound financial management and helps maintain the County's stability, efficiency, and effectiveness by ensuring the Board's financial guidance is provided before all County actions. The policies also offer guidelines for evaluating both current activities and proposals for future programs and direct the County's financial resources toward meeting its objectives and strategic initiatives.

The policies provide general guidance in the management of the County's fiscal affairs and are to be used by all County departments to meet their obligation to operate in a financially prudent manner. The Recommended Budget adheres to these policies.

2. GENERAL FINANCIAL PHILOSOPHY

The financial policies provide a sufficient financial base and the resources necessary to support and sustain an adequate and responsible community service level to ensure public safety, enhance the physical infrastructure and environment, and improve and maintain the quality of life within our community.

The cornerstone and highest priority of the County's financial policies is fiscal integrity. It shall be the goal of the County to achieve a strong financial condition with the ability to:

a. Sustain adequate financial liquidity to meet normal operating and contingent obligations;
b. Provide an acceptable level of medical, social, law enforcement, and other protective services to assure public health and safety;
c. Ensure a sufficient financial base is maintained to withstand local and regional economic impacts;
d. Prudently plan, coordinate, review, and implement responsible community development and growth;
e. Foster the ability to adjust efficiently to the community's changing service requirements;
f. Maintain and improve infrastructure and capital assets;
g. Regularly review programs and operational methods to improve processes that result in higher productivity, eliminate repetitive and duplicative functions;
h. Encourage collaboration with other government entities, the private sector, and public-private partnerships where cost and risk are minimized in the delivery of services within the community;
i. Promote equitable sharing of costs by service users;
j. Ensure the legal use of financial resources through effective systems of internal controls;

k. Support sound financial management by providing accurate and timely information on the County's financial condition; and
l. Provide a framework for the wise and prudent use of debt financing and maintain a good credit rating in the financial community.

2.1 The Annual Budget

a. The County Administrative Office will recommend a balanced budget aligning annual expenditures with conservative revenue estimates to minimize the use of fund balance or other one-time financing sources for ongoing operating expenditures;
b. The County Administrative Office will consult with Department Heads and seek their input in developing the Recommended Budget through cooperative discussions and budget workshops;
c. The County Administrative Office will keep the Board apprised on the condition of the County's finances and emerging fiscal issues; and
d. Through the Board's Legislative Committee, the County will work with the California State Association of Counties (CSAC), state representatives, legislative advocates in the State Capitol, and other local government organizations to assure any state programs administered by the County are adequately funded and any realignment of state and county responsibilities are fiscally neutral.

3. ROLES AND FUNCTIONS

3.1 Role of County Administrative Office

The County Administrative Office, led by the County Administrative Officer, serves as the chief policy advisor to the Board of Supervisors (Board). The County Administrative Office promotes responsible resource allocation, strives to protect the County's financial position and integrity, and provides independent analysis on policy issues. The County Administrative Officer is the fund manager for the General Fund and all other funds, and on behalf of the Board, the County Administrative Officer makes independent recommendations regarding all additional funds under their jurisdiction.

3.2 Principal Functions of the County Administrative Office

Principal functions of the County Administrative Office include:

a. Promoting continuous improvement of the structures, systems, processes, and effectiveness of programs;
b. Preparing the annual financial plan (Recommended Budget);
c. Working with departments to evaluate potential federal, state, and local budget impacts;
d. Developing financial forecasts;
e. Monitoring revenues and expenditures for conformance with the annual budget;
f. Recommending effective fiscal policies to carry out programs;
g. Verifying Board policies are consistently applied; and
h. Ensuring items brought before the Board are accurate, complete, fully justified, and reviewed by appropriate stakeholders.

3.3 Principal Functions of County Departments

Departments are considered the content experts for the functions they perform. They are responsible for:

a. Carrying out operations efficiently and cost-effectively while adhering to all county, state, and federal laws, regulations, and policies;
b. Preparing budgets and financial estimates with attention to accuracy based on their operational expertise, county, state, and federal funding changes, and economic indicators affecting revenues, expenditures, and service levels;
c. Reviewing, evaluating, and assessing potential federal and state budget issues that may impact local budgets;
d. Developing and performing financial forecasts;
e. Monitoring monthly revenue and expenditure performance and conformance with the annual budget;
f. Meeting the Board's strategic initiatives and its policies; and
g. Ensuring items brought before the Board are transparent, accurate, complete, fully justified, and reviewed by all appropriate stakeholders.

3.4 Principal Functions of the Budget Committee

The Budget Committee's principal functions include receiving staff updates on financial issues affecting the County and providing recommendations to staff in developing and modifying the budget.+

3.5 Principal Functions of the Capital Improvement Committee

The Capital Improvement Committee's principal functions are to review the status of projects and establish a priority between competing needs.

4. SERVICES AND FUND STRUCTURE

4.1 General Fund

The County provides a broad range of mandated and non-mandated government services. The cost of these services is accounted for in the General Fund, the County's largest single fund. The General Fund is used to account for revenues and expenditures unless another fund has been created to account for a specific item, activity, or program.

4.2 Other Funds

Other governmental and proprietary funds that account for activities not provided by the General Fund are described below.

Other Governmental Funds

a. Special revenue funds are used to account for proceeds and expenditures from specific revenue sources to finance designated activities required by statute, regulation, ordinance, resolution, or board order.
b. Debt service funds are used to provide repayment of debt, such as Certificates of Participation (COPs), short-term borrowing, and other obligations.
c. Capital project funds are used for capital improvements and specified capital projects.

Proprietary Funds

a. Enterprise funds are financed and operated like private business enterprises whose services are primarily funded through external user charges.
b. Internal service funds are used to account for any activity that provides goods or services to other funds, departments, or agencies of the County.

4.3 Major Funds

The County Administrative Officer or designee shall have the authority to determine funds that will be considered major funds for financial planning purposes. In addition to significant appropriations, factors that may be considered when designating major funds include political/social sensitivity of the activities financed from that fund, impact or potential impact of that fund on other programs or services, the significance of that fund on financing activities which are of high interest to the County and the public, and the existence of known uses or users of that information (e.g., bond rating companies, investors).

Major funds are as follows, but not limited to: 1) General Fund; 2) Natividad; 3) Facility Master Plan Projects; 4) Road Fund; 5) Library Fund; 6) Behavioral Health Fund; 7) Health and Welfare Realignment Fund; 8) Local Revenue Fund; and 9) Laguna Seca Recreation Area Fund.

5. OPERATING BUDGET

5.1 The County Budget

The Recommended Budget is the central financial planning document that embodies all County departments' goals, objectives, priorities, levels of service, and the associated operating revenue and expenditures. Appropriation authority is granted on the relationship between expected expenditures and revenue; therefore, appropriation authority is granted contingent on this relationship meeting the Recommended Budget. If revenues fall below expected amounts, the department must take all actions available to reestablish a revenue and expenditure relationship that conforms to the Recommended Budget.

The Recommended Budget shall be presented to the Board for adoption in June of each year and presented clearly for a general audience of the public. The Recommended Budget may be modified as approved by the Board during the fiscal year.

5.2 Balanced Budget

The County must adopt a *statutorily* balanced budget. A budget is *statutorily* balanced when the total estimated financing sources (beginning fund balance plus revenues) equal the total appropriations. At no time shall spending in a fiscal year exceed total current revenues plus any fund balance carryover from the prior year.

In addition to adopting a statutorily balanced budget, the County ensures the ongoing sustainability of its services by producing a *structurally* balanced budget. A *structurally* balanced budget matches total ongoing expenditures to the annual estimated revenues. In a *structurally* balanced budget, beginning fund balance may not be used as a financing source for ongoing expenditures. Departments have a fiscal objective to avoid using fund balance for operating purposes by aligning annual operating expenditures with annual operating revenues.

5.3 Ongoing Maintenance and Operations Needs

The County will adequately fund ongoing maintenance and operational needs with ongoing annual revenue. Without prior direction and approval by the Board and its Budget Committee, the use of one-time revenues or short-term borrowing is not allowed as a resource to finance ongoing maintenance and operational needs.

5.4 Adequate Maintenance of Capital Facilities and Equipment

The County shall establish as a primary fiscal responsibility the preservation, maintenance, future improvement and, when applicable, orderly replacement of the County's capital facilities and equipment.

5.5 CalPERS

The annual budget will provide adequate funding for all retirement systems. The County contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits under their defined benefit program. As a participant, the County is required to annually fund at a minimum the cost for retiree health benefits, otherwise known as Other Post-Employment Benefits (OPEB). To provide long-term funding for this benefit, the Board authorized joining CalPERS' California Employers' Retiree Benefit Trust (CERBT) and the pre-funding of the County's OPEB liabilities.

Due to its length, the Pension Liability Policy is separate from these policies and available online: https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/budget-analysis/county-policies

5.6 Budget Deficits

Departments estimating a budget deficit shall prepare and submit a report to the Budget Committee that outlines the cause of the problem, the alternatives available to mitigate the projected budget deficit, and the department's recommended action. All additions to appropriations, transfers

between funds, major plans to reduce service levels, or plans to request funding from the contingencies' appropriation require approval by at least four Board members (4/5ths vote).

5.7 Appropriations and Transfers

The following policy establishes appropriation control at the appropriation unit level, per Section 29120 of the California Government Code. The County Administrative Officer, per Section 29092 of the California Government Code, is the designated administrator over appropriation control, which includes transfers and revisions of appropriations that do not result in an overall increase in appropriations for an appropriation unit.

Accordingly, after budget adoption, a department does not need to request a transfer between major expense categories within the same appropriation unit. The County Administrative Officer has instituted budgetary controls through the financial system limiting total appropriations to the appropriation unit level. Approval of appropriation moves between major expense categories is not necessary. Examples of major expense categories include salary and employee benefits, services and supplies, and other financing uses.

Transfers of appropriations between appropriation units must be approved by Board resolution. Per Section 29125 (a) of the California Government Code, operating transfers in and out between funds are not a transfer of appropriations, as, per Section 29089 of the County Budget Act, transfers out by fund are specified in the budget and are adopted by resolution.

5.8 Responsibility for Budget Management and Budgetary Control

The County shall maintain a budgetary control system to help it adhere to the budget. The County Administrative Office has budgetary control and authority over appropriations. The Auditor-Controller shall administer and maintain the system utilized for budgetary control. As the administrator of the budgetary control system, the Auditor-Controller shall notify the County Administrative Office when a department is reaching an appropriation limit. The Auditor-Controller shall seek guidance from the County Administrative Office on all issues relating to appropriation limits and controls.

County Officers and Department Heads have primary responsibility for managing departmental budgets by:

a. Providing accurate and timely budget estimates;
b. Monitoring revenues to ensure timely receipt in the amounts anticipated;
c. Ensuring that expenditures comply with the law, adopted resolutions, policies, and align appropriations relative to revenues;
d. Providing prompt notification to the County Administrative Office when either revenues or expenditures are not as anticipated; and
e. Preparing and justifying budget revisions when necessary.

5.9 Preparation of Financial Reports

The County Administrative Office annually prepares:

a. A Budget End-of-Year Report (BEYR) to retrospectively report on actual financial performance at a detail and summary level;
b. A current year estimate and three-year forecast to provide current year performance and forward-looking perspective to advise the Board on future challenges and provide a base for building the following year's Recommended Budget; and
c. Additional reports, as appropriate, to keep the Board informed on current financial performance and developments.

The Auditor-Controller's Office annually prepares:

a. An Annual Comprehensive Financial Report (ACFR) as required by the state, that reports on the County's financial position and activities beyond Generally Accepted Accounting Principles (GAAP) or state law requirements, to provide readers with a broader understanding of financial operations;
b. A Single Audit that reports federally funded County activities, in compliance with the U.S. Office of Management and Budget to assure the County's adherence to laws, regulations, contracts, and grants applicable to its major federal programs;
c. A Cost Allocation Plan schedule, as required by the U.S. Office of Management and Budget, that confirms and allocates the indirect costs of the County to operating and non-general county departments; and
d. The countywide annual Tax Rate Book.

The County Administrative Office has oversight and contract management over the external auditors reviewing the ACFR. External auditors shall report to the County Administrative Office on audit findings. The County Administrative Office will take audit findings thereafter to the Board.

5.10 Publication of Budget

The County Administrative Office shall publish annually a Recommended Budget document that satisfies nationally recognized standards for effective budget presentation. The Auditor-Controller shall annually publish an adopted budget document to meet State Controller's Office requirements.

5.11 County Budget Development

Budget development is an annual process incorporating the Board's priorities and weighing competing requests for County resources within expected fiscal constraints. The process begins with departments preparing "baseline" budgets proposing levels of service and staffing that can be carried out within expected resources (e.g., program revenues and general fund contributions). To the extent there are increased costs or reduced revenue, baseline budgets may indicate potential reductions in staffing or services to maintain budgetary balance if additional resources are not provided. Departments may submit "augmentation requests" for additional resources to mitigate potential impacts, increase staffing/services, or invest in infrastructure. The County Administrative Office evaluates baseline budgets and augmentation requests within the constraints of a balanced budget and builds the annual Recommended Budget. Staff considers the following criteria in formulating recommendations for the annual budget and subsequent mid-year budget modifications:

a. Mandated by current law or Board policy;
b. Alignment with the County's strategic initiatives and priorities;
c. Consistent with community priorities expressed in forums, surveys, and other community engagement initiatives;
d. Necessary to maintain the current level of mission-critical services/operations;
e. Substantiation of compelling public need (e.g., health, safety, economic vitality, quality of life) that cannot be met within existing resources;
f. Likelihood of success based on prior performance, degree of planning/specificity, requested resources, and assumed timeline;
g. Leverages sustainable financial support from non-County sources;
h. Appropriate placement of responsibility (federal, state, or local);
i. Degree of urgency; and
j. Critical infrastructure investment to ensure productivity and continuity of operations.

Criteria in the listing are not exhaustive or in any particular order, nor are they mutually exclusive; funding recommendations may align with more than one criteria.

5.12 Establish Countywide Priorities

The Board has a continuous process of establishing countywide priorities for ensuing years. The Board implements these priorities in the Recommended Budget within the framework of the law. Understanding that elected officials and Department Heads are charged with the actual provision of services to the community, the Board shall set broad priorities to ensure flexibility for departments to concentrate on these priorities.

5.13 Authorization of Elected Officials

In determining service levels, the Board and County Administrative Office recognize that countywide elected officials have constitutional and/or statutorily created mandates and are accountable to the electorate. Although the Board adopts a budget for each department, elected officials will determine the services they will provide within the adopted budgetary constraints. These policies recognize that elected officials have independent constitutional and/or statutory powers to direct service levels and priorities within their departments. These powers are independent of the Board in part because these officials (like the Board) serve at the pleasure of the electorate. However, the Board is responsible for allocating appropriations to all departments.

5.14 Budget Adoption Level

Under the County Budget Act (California Government Code, Sections 29000 through 29144), the Board enacts the annual financial plan (the Adopted Budget) through the passage of a resolution. The resolution mandates the maximum authorized expenditures for the fiscal year and sets appropriation control at the appropriation unit level. An appropriation unit represents one or more budget units and defines the budgetary limits of those budget units. A budget unit represents a program or group of programs providing a similar service. The assignment of an appropriation unit is guided by State Controller financial reporting requirements and/or County requirements.

Pursuant to Section 29092 of the County Budget Act, the County Administrative Office is charged by the Board to monitor and make administrative decisions related to appropriation control.

5.15 Amendments to the Adopted Budget

Modifications to the Adopted Budget require approval by at least four Board members (4/5ths vote). Amendments to the Adopted Budget will be made in compliance with Board policies.

5.16 Budgetary Basis

The County uses the modified accrual basis of accounting following Generally Accepted Accounting Principles (GAAP). The budgetary basis is substantially the same as the modified accrual method of accounting that is used for financial reporting for all governmental funds except proprietary funds. The County currently has three enterprise funds and four internal service funds which are budgeted based on a full accrual basis of accounting.

5.17 Capital Asset Definition

The County defines capital assets as assets with initial, individual costs of $5,000 or more and an estimated useful life greater than one year, except infrastructure, for which the threshold is set at $100,000. Capital assets include both tangible and intangible assets categorized by asset type for reporting purposes.

6. STRATEGIC PLANNING

6.1 Three-Year Forecast

The County uses a Three-Year Forecast strategic model to develop, initiate, and modify policies and budgets. The Three-Year Forecast demonstrates the County's ability to accomplish long-term goals by determining the potential budgetary impacts of current budget decisions. This approach allows the Board to be aware of the probable long-term outcomes of alternative decisions and to select the one that effectively serves the interests of the community within the financial resources of the County.

The Three-Year Forecast identifies fund balances, revenue patterns, expenditure trends, and cash requirements. It is neither a future budget, nor does it recommend services or programs. The Forecast is a guide to assist in making recommendations and building future budgets. The Forecast is designed to facilitate decision-making based on two fundamental questions: "What is the County’s financial future without change?" and "What path does the County wish to take for the future?"

The annual Three-Year Forecast is prepared in February by the County Administrative Office, with the subject matter expert assistance of departments. The timeframe allows departments to obtain prior year audited results and six months of actual financial data in the current fiscal year. The Forecast serves as a current year estimate and three-year financial outlook for building next year's Recommended Budget.

7. REVENUE AND EXPENDITURE POLICIES

7.1 Revenue Diversification

A diversified and stable revenue system will be maintained to shelter community services from short and long-term fluctuations to the extent possible.

7.2 Revenue Estimates

Annual revenues are conservatively estimated as a basis for preparing the Recommended Budget. Estimates shall not be based on optimistically hoped-for events but analytical techniques that use historical data, economic trends and indicators, information available from the state and other governmental agencies, and other accepted standards. In general, revenue estimates shall not assume any growth rate that is not well documented. Real growth that occurs beyond budgeted revenue will be recognized through budgetary adjustments. Significant revenues will be estimated by the department that manages the program and then reviewed first by the County Administrative Office and subsequently by the Board's Budget Committee before the adoption of the Recommended Budget.

7.3 Current Revenues

Annual expenditures shall be balanced to ongoing annual revenues without the use of one-time financing. Deficit financing and borrowing will not be used to support ongoing County services and operations without explicit Board direction and approval. The Board shall be advised that interfund loans are required, or the use of non-appropriated funds is requested.

7.4 User Fees

The County charges user fees for various services when it is appropriate and permitted by law. Unless set by policy, regulation, or statute, user fees are established and maintained at the Board's discretion. Fees will generally be set at a level sufficient to cover both direct and indirect costs of the services provided. The service may be subsidized by the County as deemed necessary by the Board. Factors for subsidy consideration include whether a subsidy causes an inappropriate burden on taxpayers, the degree to which the service benefits a segment of the population, whether beneficiaries can pay the fee, and whether the service provides a broader benefit to the community.

All fees for services are reviewed as necessary and adjusted where appropriate. The full cost of providing a service is calculated to provide a basis for setting the charge or fee and incorporates direct and indirect costs, including operations and maintenance, overhead, charges for the use of capital facilities, as well as depreciation. Other factors for fee or charge adjustments may include the impact of inflation, other cost increases, the adequacy of the coverage of costs, current competitive rates, and contractual or statutory restrictions. Part of the decision-making process in establishing new services or increasing service levels should include an analysis of fees and user charges and a desired cost-recovery threshold. Increases may be justified based on outside

variables not considered during the baseline budget submissions (e.g., water levels, gas prices, economy).

7.5 One-Time Revenues

The use of one-time revenues for ongoing expenditures is discouraged. Unpredictable revenues are budgeted conservatively, and any amount collected over the budget is generally carried forward in the fund balance.

7.6 Revenues of a Limited or Indefinite Term

Revenues of a limited or indefinite term will generally be used for those limited or unlimited term functions associated with the revenue. If it cannot be done, the revenue is to be considered discretionary revenue. It may be used for one-time expenditures to ensure no ongoing service programs are lost when such revenues are reduced or discontinued.

7.7 Use of Discretionary General Fund Revenue

Departments shall maximize the use of non-General Fund discretionary revenue and minimize the need to use discretionary General Fund revenue to fund programs. The Board will prioritize the use of discretionary General Fund revenue through the annual budget process.

The Board approves General Fund Contributions based on appropriation unit level. Departments are not allowed to transfer or use general fund contributions for other budget units unless approved by the County Administrative Office and subsequent approval by the Board of Supervisors.

7.8 Maintaining Revenue and Expenditure Categories

The County will maintain revenue and expenditure categories per state statute and administrative regulation and operational needs.

a. Appropriation controls will be established for the expenditure categories of "Salary and Employee Benefits", "Services and Supplies", "Other Charges", "Capital Assets", and "Other Finance Uses". Appropriations may not be used across appropriation categories without the express approval of the County Administrative Office. Appropriations will be controlled at the appropriation category.

7.9 Outside Organization Contributions

Public Safety Sales Tax (Proposition 172)

Government Code Section 30052 requires Proposition 172 funds be placed into a special revenue fund and expended on such public safety services as sheriffs, fire, county district attorneys, and corrections.

The County has historically shared its Proposition 172 revenues with other agencies to help fund fire districts and offset costs to cities for emergency dispatch services. In the event of fiscal constraints, the Board retains the authority to reduce allocations to other agencies upon findings that internal public safety programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to other agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Emergency Communications Users' Offset

The Emergency Communications Department receives five percent (5%) of Proposition 172 revenues. The current agreement with user agencies fixed their funding at five percent (5%) of the County's total Proposition 172 revenues for the most recently audited fiscal year (e.g., the FY 2024-25 allocation will be five percent (5%) of FY 2022-23 audited actuals). Overall, ten percent (10%) of Proposition 172 revenues are distributed for emergency communication operations.

Fire Agencies' Distribution

The County shares with the Association of Firefighters and Volunteer Fire Companies 9.13% of the County's Proposition 172 revenue of the most recently audited fiscal year. The various fire agencies allocate the Proposition 172 revenue amongst themselves via their own allocation formula.

Distributions to Sheriff, Probation, and District Attorney

After allocation to local fire agencies and Emergency Communications, 80.87% percent of Proposition 172 revenues are distributed to the Sheriff, Probation, and District Attorney departments as approved by the Board in the base year of FY 1995-96, with growth revenues distributed using the percentages listed below:

Department	% of Growth
Sheriff	61.2%
District Attorney	21.7%
Probation	17.1%

County Agency Distribution

The State Board of Equalization apportions Proposition 172 revenues to each county based on its proportionate share of statewide taxable sales. Due to the disbursement cycle of Proposition 172 revenues from the State Controller, each fiscal year's actual Proposition 172 revenues are not known until August of the following fiscal year.

Proposition 172 Distribution Formula

Agency	Prop. 172 Distribution
Local Fire Agencies	9.13%
Emergency Communications	10.0%
Other Public Safety County Departments	80.87%

Contributions from Transient Occupancy Tax (TOT)

Contributions to Economic Development Set Aside

The County has agreed to annual contributions to the Monterey County Convention and Visitors Bureau, the Arts Council for Monterey, the Monterey County Film Commission, and the Monterey County Business Council, respecting the value these organizations add to the community and their role related to the County Transient Occupancy Tax (TOT) revenues. This contribution is based on a shared percentage of total TOT revenues from the previously audited fiscal year. The Convention and Visitors Bureau receives a contribution equal to 5.03%, the Monterey County Business Council receives a contribution equal to 0.50%, the Monterey County Film Commission receives a contribution equal to 0.76%, and the Arts Council for Monterey receives a contribution equal to 1.58%, totaling a combined 7.87% contribution from the County's TOT revenues. In the event of fiscal constraints, the Board retains the authority to reduce its allocation to these outside agencies upon findings that internal countywide priority programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to outside agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Contributions to the Road Fund

The TOT contribution percentage for the Road Fund was established by the Board and is currently capped at twenty-five percent (25%) of total TOT revenue.

Annual Contributions

Organizations that are not part of the County, but receive contributions from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the Board. At the will of the Board, organizations receiving County contributions may be subject to annual review and presentation to the Board on the value and services provided to the community with County funds.

7.10 Appropriations for Contingencies

The County annually adopts an appropriation for contingencies to provide sufficient working capital and a margin of safety for unplanned operational needs. The contingency appropriation may be used at the discretion of and by the action of the Board. The contingency appropriation is utilized only after all other budget resources have been examined. The appropriation for operational contingencies shall be equal to one percent (1%) of estimated General Fund revenues unless expressly modified by the Board as part of the annual budget adoption.

7.11 Performance Measures

Departments shall develop key performance measures that address best practices, desired outcomes, Board strategic initiatives, and annual goals to ensure resource optimization and maximize results. Departments will pursue the most cost-effective means to achieve their

performance measures. Performance measures provide the criteria that the Board and management uses to evaluate departmental requests for funding.

7.12 Procurement

Departments shall adhere to standard procurement guidelines that comply with state and federal policies and County procedures. Expenditures are a matter of public record; therefore purchases should be a prudent use of public funds. Procurement policies are published online: https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/documents-policies/procurement-policies

7.13 Payment for Goods from Prior Year

Goods and services ordered but not received before the end of the prior fiscal year will be paid from the current year's budgeted appropriations. The department's payment for goods and services to be received or used in the next year are not authorized for payment from current year funds unless the items are dues or maintenance agreements where recurring invoices for the next year are generally due before year-end.

8. FUND BALANCE AND RESERVE POLICIES

8.1 Use of Year-End Fund Balance

The fund balance is a measurement of available financial resources. It is the difference between total assets and total liabilities in each fund. The Board recognizes that the maintenance of fund balance is essential to preserving the County's financial integrity. The County's goal is to use fund balance as a source to finance one-time investments, reserves, and/or commitments. As a one-time financing source, any unbudgeted year-end fund balance will be used for non-recurring expenditures and only after the yearly audit and confirmation of the General Fund's fund balance.

Governmental Accounting Standards Board (GASB) Statement 54 distinguishes fund balance based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts are reported in the following categories:

a. **Nonspendable fund balance –** amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).

b. **Restricted fund balance –** amounts that can be spent only for the specific purposes stipulated by external parties, either constitutionally or through enabling legislation (e.g., grants or donations).

c. **Committed fund balance –** amounts that can only be used for the specific purposes determined by a formal action (resolution) of the Board. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the Board's commitment in connection with future capital projects).

d. **Assigned fund balance –** amounts intended to be used for specific purposes. Intent can be expressed by the Board, or the County Administrative Officer, or designee.

e. **Unassigned fund balance –** includes all amounts not contained in other classifications and is the residual classification of the General Fund only. Unassigned amounts are available for any legal purpose.

8.2 Fund and Reserve Levels

Sufficient fund balance and reserve levels are a critical component of the County's overall financial management strategy. They are key factors in the ability to sustain service delivery and obtain external financing. Rating agencies analyze fund balance when considering the County's overall financial strength and creditworthiness. Adequate reserves enable flexible financial planning in developing future capital projects, dealing with unforeseen emergencies and changes in fiscal conditions. Each fund shall maintain a level of reserves, providing a positive fund balance throughout the fiscal year. In the event a fund anticipates going in a negative cash position, the fund manager shall immediately bring to the Budget Committee a report outlining the reason(s) along with a financial plan to ensure the fund regains a positive cash balance.

The County uses a strategic reserve policy to provide adequate fund balance throughout the year. All major County funds shall develop a reserve policy and fund a reserve in conformance with their industry's best practices. In the event such best practices are non-existent, the fund shall adopt the percentages as follows: an appropriation for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue.

8.3 Committed Fund Balance – Strategic Reserve Fund

The County will commit a portion of the fund balance in the General Fund as a strategic reserve to provide the County with sufficient working capital and be used to fund settlement of legal judgments against the County in excess of reserves normally designated for litigation, for short-term revenue reductions due to economic downturns, for natural disasters as determined by the County Administrative Officer or Board, and for one-time-only state budget reductions that could not be addressed through the annual appropriations for contingencies in the General Fund. The County's goal is to maintain a strategic reserve equal to ten percent (10%) of the General Fund estimated revenues. The Natividad Medical Center (NMC) strategic reserve designation , is a sub-designation of the General Fund strategic reserve and does not count towards the County’s goal of maintaining a strategic reserve equal to 10%.

If the strategic reserve is utilized to provide temporary funding of unforeseen needs, the County shall take measures necessary to prevent its use in the following fiscal year by increasing General Fund revenues and/or decreasing expenditures to regain structural balance. The County shall also restore the strategic reserve to the minimum level of ten percent (10%) of General Fund estimated revenues within five fiscal years following the fiscal year in which the event occurred. The plan to restore the strategic reserve shall be included and highlighted in the County's Three-Year Forecast. Funds in excess of ten percent (10%) of the annual requirements may be retained in the strategic

reserve or may be considered for other purposes, such as supplementing capital project funds or prepaying existing debt.

8.4 Assigned Fund Balance – Compensated Absences Assignment

The County will maintain a fund balance as a reserve assigned for Compensated Absences. Usage of the Compensated Absences Assignment is designed to cover the cost of retirement or resignation payouts of accrued employee liabilities (Vacation, Sick, and Comp Time) for departments who are not able to absorb these costs within their appropriated salary and benefits. The reserve balance shall be maintained at a minimum level of ten percent (10%) of the Compensated Absence Liability as delineated on the most recent Annual Comprehensive Financial Report for Governmental activities.

8.5 Order of usage of Fund Balance

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Board, and unassigned fund balance), the County will start with the most restricted category and spend those funds first before moving down to the next fund balance category with available funds. General Fund usage shall be the funding of last resort.

9. INTERFUND LOANS

Interfund loans are the lending of cash from one County fund to another for a specific purpose and require repayment. Interfund loans are typically short-term in nature and constitute the allocation of cash between individual funds for working capital purposes.

Interfund loans may be made for the following reasons:

a. To offset timing differences in cash flow;
b. To offset timing differences between expenditures and reimbursements, typically associated with grant funding;
c. To provide funds for interim financing in conjunction with obtaining long-term financing; and/or
d. For short-term borrowing in place of external financing.

Interfund loans are not to be used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established. Interfund loans are not to be used from fiscal year to fiscal year as a financing strategy. If a fund has a negative cash balance, the department must present the County Administrative Office with a plan for reaching a positive cash balance. A negative cash balance must be addressed in the fiscal year that the fund reaches negative cash.

Interfund loan monies may only be used for the purpose identified in the authorizing resolution. Appropriate accounting records will be maintained to reflect the balances of loans in every fund affected by such transactions. A summary of all outstanding interfund loans will be included in the Annual Comprehensive Financial Report (ACFR).

9.1 Interfund Loan Terms

The Board must approve interfund loans by resolution. The resolution will include a planned schedule of repayment of the loan principal and set a reasonable interest rate to be paid to the lending fund if required by the lending fund's restrictions or regulations during the time the loan is outstanding. Repayment of an interfund loan shall be within the same fiscal year unless otherwise stated in a Board resolution. The County Administrative Office shall have authority for issuing temporary interfund loans for end-of-year purposes and report out these temporary interfund loans to the Board via memorandum.

9.2 Interfund Loan Interest

The following guidelines should be used in establishing the rate of interest:

a. Not lower than the "opportunity cost" if the funds were otherwise invested, such as the County Treasury Pooled Interest Rate;
b. Treasury yields or short-term bond yields for a similar term; and
c. Not higher than the external rate available to the County.

Interest is not required in the following circumstances:

a. The borrowing fund has no independent source of revenue other than the lending fund; or
b. The borrowing fund is generally funded by the lending fund; or
c. The lending fund is the General Fund, which, being unrestricted, can loan interest-free, except to a proprietary fund (such as one of enterprise funds below).

10. ENTERPRISE FUNDS

The County will establish enterprise funds for County services when:

a. The fund's operations are financed and operated like private business enterprises, where services provided are primarily funded through user charges; or
b. The Board determines that it is appropriate to conduct a periodic review of net income for capital maintenance, accountability, or other public policy purposes.

The County Administrative Office is the chief advisor to the Board in the creation of an enterprise fund. The County currently has three enterprise funds: 1) Natividad (fund 451); 2) Lake Resort (fund 452); 3) Laguna Seca Recreational Area (fund 453).

10.1 Expenses

Enterprise fund expenses and revenues will be established at sufficient levels to properly maintain the fund's infrastructure and provide significant capital development without requiring County fiscal intervention.

10.2 Rate Structure and Net Position

Each enterprise fund will maintain an adequate rate structure to cover the cost of all operations, including cash flow, capital replacement and maintenance, debt service if applicable, contingency funding, scheduled reserve contributions, and depreciation. Rates may be offset from the available net position only after these requirements are met.

10.3 Services

Enterprise fund services will establish and maintain reserves for general contingency and capital purposes consistent with those maintained for general governmental services.

10.4 Net Operating Revenues

The County will ensure that net operating revenues of the enterprise are sufficient to pay operating expenses, capital costs, and any debt service requirements where applicable, in compliance with the County's fiscal and debt policies.

10.5 Interest from Funds

Unless otherwise directed by statute, regulation, or resolution, interest will be allocated as discretionary financing for an enterprise fund.

10.6 Financial Monitoring and Reporting

The County Administrative Office and departments shall monitor revenues and expenses throughout the year to ensure conformity to adopted budgets. Enterprise funds shall provide the Budget Committee financial status reports on a semi-annual or quarterly basis. Financial reports shall contain a year-to-date summary of expenses, revenues, and cash positions, significant variances, comparisons to previous fiscal years' activity, trends for the current fiscal year, and financial impacts to the General Fund, if any.

11. INTERNAL SERVICE FUNDS

An internal service fund (ISF) is a centralized governmental service that provides services or products on a cost-reimbursement basis to other governmental units or external users with a break-even motive. To qualify as an ISF, the predominant users of the services or products must be the government itself.

11.1 Use of Internal Service Funds

Risk Management

The Office of the County Counsel is responsible for managing the County's general liability (fund 475) and workers' compensation (fund 476) ISF funds. These ISFs shall function as funds for paying all judgments, settlements, and claims against the County. The General Liability ISF will reserve adequate funds to cover both excess insured events and events not covered by excess insurance coverage and provide for "recoverable" and "non-recoverable" losses. Funding for both ISFs shall be no less than the 70% confidence level funding as estimated in the annual actuarial reports, and fund 475 shall be inclusive of Property Insurance allocations

Human Resources – Benefits

The Human Resources Department is responsible for managing the County's Benefits ISF (fund 477). The ISF covers various benefit programs supported by contributions from the County, active employees, and retired employees. Programs include dental and vision benefits for employees and dependents, Employee Assistance Program, Long-Term Disability, Retiree Sick Leave Conversion, and other miscellaneous benefit programs.

Resource Planning

The County Administrative Office has administrative authority over all aspects of the Resource Planning ISF (fund 478). The Resources Planning ISF provides funds for capital projects that require replacement, maintenance, or upgrades during the asset's life. The fund serves to establish a capital funding process, generating funds over an asset's life, thereby minimizing fiscal impacts to operations.

The Resource Planning Fund's respective sub-funds are the: 1) VAMP-Vehicle Asset Management Program; 2) ERP-Enterprise Resource Planning for Upgrades/Replacement; 3) BIR-Building Improvement and Replacement; and 4) EIR-Equipment Improvement and Replacement.

11.2 General Fund Transfers

In the event there is a large settlement that cannot be funded within the existing ISF reserve, the Office of the County Counsel may submit a request to the County Administrative Office for a transfer from the General Fund or such other fund as may be available and appropriate. Such a request will include, at a minimum, an analysis of the impact of the settlement on the reserve, alternatives for addressing the implications, and the advantages and disadvantages of each alternative.

11.3 Actuarial Studies

The County Counsel-managed ISFs and the Benefits ISF shall complete two annual actuarial studies. The first study will be completed using data through June 30th, and a second ("true-up") actuarial study will be completed with data through December 31st. The June 30th study will be used to set department allocations for the upcoming fiscal year, while the December 31st study will be used for meeting its operational needs (e.g., purchasing excess insurance coverage). County Counsel will work throughout the year to obtain information on potential settlements that could impact reserve levels and provide this information to the actuary as part of the semi-annual actuarial valuation process.

12. CAPITAL FACILITIES AND IMPROVEMENT POLICIES

12.1 Capital Investments

The County is responsible for investing in the preservation, maintenance, and improvement of buildings, parks, roads, sewers, equipment, and other capital infrastructure. Strategic capital improvement plans, policies, and programs assess future needs and prevent emergencies to avoid major costs. Thus, the Board established the Capital Improvement Program, Five-Year Plan (CIP), which incorporates into the operating budget the fiscal impact of projects including design, construction, equipment, land purchases, and administration. The CIP is prepared and updated annually by the Public Works, Facilities, and Parks Department with review by the County Administrative Office.

Projects in excess of $100,000 that have an estimated useful life of at least five years and are non-recurring should be included in the CIP for consideration and countywide prioritization. Updates will regularly be made to all projects in various stages of implementation within the CIP and annual review of priorities, needs and staffing levels will be conducted. The CIP shall be consistent with the County's overall goals and objectives and coordinated with economic development infrastructure investments.

12.2 Enhanced Infrastructure Financing District

The Board supports economic development projects that benefit the community and will consider private investment and partnerships with jurisdictions that are interested in forming an Enhanced Infrastructure Financing District (EIFD). This allows collaboration and joint financing to capture increases in assessment and various revenue sources to reinvest the growth in value from large planning projects when an individual entity’s resources might otherwise be insufficient. Cooperation provides additional opportunities to issue bonds and attract state and federal grant funding. The EIFD policy outlines the Board’s criteria for evaluating proposals.

12.3 Financial Analysis of Funding Sources

Financial analysis of funding sources is conducted for all proposed major capital improvement projects. Operating and maintenance costs should be identified separately, to ensure that adequate funds will be available for ongoing expenses necessary to maximize useful life. Project scope and budget must be defined and submitted to the Board for approval before project funds can be expended.

12.4 Annual Capital Improvement Budget

The Board includes capital project funding during the annual budget process. In general, capital projects that have secured funding to progress in the first year of the CIP will be included in the Recommended Budget. The Board shall determine annual ongoing funding levels for each of the major project categories within the CIP. When considering the priority and funding of each capital

project, the County shall consider the operating impacts (e.g., increased staff, facilities maintenance, and outside rentals) of the project.

12.5 Capital Project Reports

Capital projects shall provide the following reports:

a. Monthly updates of the drawdown schedule for debt-financed projects;
b. Quarterly reports to the County Administrative Office detailing quarterly forecasts of expenditures for the life of debt-financed projects;
c. Quarterly updates to the Capital Improvement and Budget committees on implemented capital projects that include the initial approved and modified budgets, expenditures to date, remaining budget and expenditures, original completion date, and if applicable, revised completion date and the phase (in a percentage) the project is toward completion;
d. Quarterly updates to the Budget Committee on capital funds interest accumulation; and
e. Semi-annual updates to the Capital Improvement and Budget committees on scheduled and unscheduled maintenance projects.

The County Administrative Office shall provide a quarterly report to the Capital Improvement and Budget committees regarding drawdown schedules for debt-financed projects.

13. DEBT MANAGEMENT

Due to its length and complexity, the Debt Management Policy is reviewed by the Board separately from these policies. The Debt Management Policies are published online: https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/debt-management.

14. GRANT MANAGEMENT

The County recognizes that grant funding provides significant resources to enhance the ability to provide services and activities not otherwise available. Consideration will be given to whether grant activities further the County's mission, are part of the core functions of the department, benefit the community, and whether locally generated revenues will be required to support grant activities when grant funding is no longer available. Grants that do not meet these criteria shall be declined.

Departments are responsible for the continuous monitoring of the financial status of grants and compliance with all applicable federal, state, and local regulations, including procurement policies and procedures.

Any position changes related to grant funding must be approved by the Board and adequately classified by Human Resources. Departments are to promptly notify payroll of coding changes needed for those positions being charged to grants since grant codes may change each year. At the expiration of the grant, the position must be terminated unless funding has been identified within the department’s budget for retention through attrition of vacant FTE, new grant revenue, OR an augmentation request has been approved by the Board prior to the expiration of the grant.

Departments are responsible for all aspects of the grant process, including planning for grant acquisition, preparing and submitting grant proposals, developing grant implementation plans, managing grant programs, preparing and providing reports to grantors, and adequately closing out grant projects. Department staff and the County Administrative Office will maintain a close working relationship concerning any grant activity to ensure a clear understanding of the project status.

The County manages a variety of programs, which depend on outside grants for partial or full funding. Grants that require a General Fund match or potential general funds to fulfill the grant requirements must be approved by the Board before the department can apply. In the event of reductions in such external funding amounts, the program service levels will be reduced, and additional County support shall not be provided to compensate for the decrease in outside funding unless approved and directed by the Board.

15. STATE AND FEDERAL PROGRAMS

The County shall operate state and federal programs based on the level of state funding provided and shall not backfill any state cuts with General Fund resources except when mandated, or local priorities dictate a need for a continuance.

COUNTY OF MONTEREY

GENERAL FINANCIAL POLICIES

~~Fiscal Year 2025-26~~Updated 4-21-2026

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1. PURPOSE AND BACKGROUND

The stewardship of public funds is one of the most significant responsibilities given to the officials and managers of the County of Monterey (County). The development and maintenance of prudent financial policies enable County officials to protect public interests, ensure transparency, and build trust. Financial policies define a shared understanding of how the County develops its financial practices and manages its resources to provide the best value to the community.

This document centralizes the County's financial policies to establish a framework for overall fiscal planning, management, and guidance. These policies are reviewed, updated, and brought before the Board of Supervisors (Board) as needed but at least annually for adoption. This continued review and adoption promotes sound financial management and helps maintain the County's stability, efficiency, and effectiveness by ensuring the Board's financial guidance is provided before all County actions. The policies also offer guidelines for evaluating both current activities and proposals for future programs and direct the County's financial resources toward meeting its objectives and strategic initiatives.

The policies provide general guidance in the management of the County's fiscal affairs and are to be used by all County departments to meet their obligation to operate in a financially prudent manner. The Recommended Budget adheres to these policies.

2. GENERAL FINANCIAL PHILOSOPHY

The financial policies provide a sufficient financial base and the resources necessary to support and sustain an adequate and responsible community service level to ensure public safety, enhance the physical infrastructure and environment, and improve and maintain the quality of life within our community.

The cornerstone and highest priority of the County's financial policies is fiscal integrity. It shall be the goal of the County to achieve a strong financial condition with the ability to:

a. Sustain adequate financial liquidity to meet normal operating and contingent obligations;
b. Provide an acceptable level of medical, social, law enforcement, and other protective services to assure public health and safety;
c. Ensure a sufficient financial base is maintained to withstand local and regional economic impacts;
d. Prudently plan, coordinate, review, and implement responsible community development and growth;
e. Foster the ability to adjust efficiently to the community's changing service requirements;
f. Maintain and improve infrastructure and capital assets;
g. Regularly review programs and operational methods to improve processes that result in higher productivity, eliminate repetitive and duplicative functions;
h. Encourage collaboration with other government entities, the private sector, and public-private partnerships where cost and risk are minimized in the delivery of services within the community;
i. Promote equitable sharing of costs by service users;
j. Ensure the legal use of financial resources through effective systems of internal controls;

k. Support sound financial management by providing accurate and timely information on the County's financial condition; and
l. Provide a framework for the wise and prudent use of debt financing and maintain a good credit rating in the financial community.

2.1 The Annual Budget

a. The County Administrative Office will recommend a balanced budget aligning annual expenditures with conservative revenue estimates to minimize the use of fund balance or other one-time financing sources for ongoing operating expenditures;
b. The County Administrative Office will consult with Department Heads and seek their input in developing the Recommended Budget through cooperative discussions and budget workshops;
c. The County Administrative Office will keep the Board apprised on the condition of the County's finances and emerging fiscal issues; and
d. Through the Board's Legislative Committee, the County will work with the California State Association of Counties (CSAC), state representatives, legislative advocates in the State Capitol, and other local government organizations to assure any state programs administered by the County are adequately funded and any realignment of state and county responsibilities are fiscally neutral.

3. ROLES AND FUNCTIONS

3.1 Role of County Administrative Office

The County Administrative Office, led by the County Administrative Officer, serves as the chief policy advisor to the Board of Supervisors (Board). The County Administrative Office promotes responsible resource allocation, strives to protect the County's financial position and integrity, and provides independent analysis on policy issues. The County Administrative Officer is the fund manager for the General Fund and all other funds, and on behalf of the Board, the County Administrative Officer makes independent recommendations regarding all additional funds under their jurisdiction.

3.2 Principal Functions of the County Administrative Office

Principal functions of the County Administrative Office include:

a. Promoting continuous improvement of the structures, systems, processes, and effectiveness of programs;
b. Preparing the annual financial plan (Recommended Budget);
c. Working with departments to evaluate potential federal, state, and local budget impacts;
d. Developing financial forecasts;
e. Monitoring revenues and expenditures for conformance with the annual budget;
f. Recommending effective fiscal policies to carry out programs;
g. Verifying Board policies are consistently applied; and
h. Ensuring items brought before the Board are accurate, complete, fully justified, and reviewed by appropriate stakeholders.

3.3 Principal Functions of County Departments

Departments are considered the content experts for the functions they perform. They are responsible for:

a. Carrying out operations efficiently and cost-effectively while adhering to all county, state, and federal laws, regulations, and policies;
b. Preparing budgets and financial estimates with attention to accuracy based on their operational expertise, county, state, and federal funding changes, and economic indicators affecting revenues, expenditures, and service levels;
c. Reviewing, evaluating, and assessing potential federal and state budget issues that may impact local budgets;
d. Developing and performing financial forecasts;
e. Monitoring monthly revenue and expenditure performance and conformance with the annual budget;
f. Meeting the Board's strategic initiatives and its policies; and
g. Ensuring items brought before the Board are transparent, accurate, complete, fully justified, and reviewed by all appropriate stakeholders.

3.4 Principal Functions of the Budget Committee

The Budget Committee's principal functions include receiving staff updates on financial issues affecting the County and providing ~~oversight and direction~~recommendations to staff in developing and modifying the budget.+

3.5 Principal Functions of the Capital Improvement Committee

The Capital Improvement Committee's principal functions are to review the status of projects and establish a priority between competing needs.

4. SERVICES AND FUND STRUCTURE

4.1 General Fund

The County provides a broad range of mandated and non-mandated government services. The cost of these services is accounted for in the General Fund, the County's largest single fund. The General Fund is used to account for revenues and expenditures unless another fund has been created to account for a specific item, activity, or program.

4.2 Other Funds

Other governmental and proprietary funds that account for activities not provided by the General Fund are described below.

Other Governmental Funds

a. Special revenue funds are used to account for proceeds and expenditures from specific revenue sources to finance designated activities required by statute, regulation, ordinance, resolution, or board order.
b. Debt service funds are used to provide repayment of debt, such as Certificates of Participation (COPs), short-term borrowing, and other obligations.
c. Capital project funds are used for capital improvements and specified capital projects.

Proprietary Funds

a. Enterprise funds are financed and operated like private business enterprises whose services are primarily funded through external user charges.
b. Internal service funds are used to account for any activity that provides goods or services to other funds, departments, or agencies of the County.

4.3 Major Funds

The County Administrative Officer or designee shall have the authority to determine funds that will be considered major funds for financial planning purposes. In addition to significant appropriations, factors that may be considered when designating major funds include political/social sensitivity of the activities financed from that fund, impact or potential impact of that fund on other programs or services, the significance of that fund on financing activities which are of high interest to the County and the public, and the existence of known uses or users of that information (e.g., bond rating companies, investors).

Major funds are as follows, but not limited to: 1) General Fund; 2) Natividad; 3) Facility Master Plan Projects; 4) Road Fund; 5) Library Fund; 6) Behavioral Health Fund; 7) Health and Welfare Realignment Fund; 8) Local Revenue Fund; and 9) Laguna Seca Recreation Area Fund.

5. OPERATING BUDGET

5.1 The County Budget

The Recommended Budget is the central financial planning document that embodies all County departments' goals, objectives, priorities, levels of service, and the associated operating revenue and expenditures. Appropriation authority is granted on the relationship between expected expenditures and revenue; therefore, appropriation authority is granted contingent on this relationship meeting the Recommended Budget. If revenues fall below expected amounts, the department must take all actions available to reestablish a revenue and expenditure relationship that conforms to the Recommended Budget.

The Recommended Budget shall be presented to the Board for adoption in June of each year and presented clearly for a general audience of the public. The Recommended Budget may be modified as approved by the Board during the fiscal year.

5.2 Balanced Budget

The County must adopt a *statutorily* balanced budget. A budget is *statutorily* balanced when the total estimated financing sources (beginning fund balance plus revenues) equal the total appropriations. At no time shall spending in a fiscal year exceed total current revenues plus any fund balance carryover from the prior year.

In addition to adopting a statutorily balanced budget, the County ensures the ongoing sustainability of its services by producing a *structurally* balanced budget. A *structurally* balanced budget matches total ongoing expenditures to the annual estimated revenues. In a *structurally* balanced budget, beginning fund balance may not be used as a financing source for ongoing expenditures. Departments have a fiscal objective to avoid using fund balance for operating purposes by aligning annual operating expenditures with annual operating revenues.

5.3 Ongoing Maintenance and Operations Needs

The County will adequately fund ongoing maintenance and operational needs with ongoing annual revenue. Without prior direction and approval by the Board and its Budget Committee, the use of one-time revenues or short-term borrowing is not allowed as a resource to finance ongoing maintenance and operational needs.

5.4 Adequate Maintenance of Capital Facilities and Equipment

The County shall establish as a primary fiscal responsibility the preservation, maintenance, future improvement and, when applicable, orderly replacement of the County's capital facilities and equipment.

5.5 CalPERS

The annual budget will provide adequate funding for all retirement systems. The County contracts with the California Public Employees' Retirement System (CalPERS) to provide retirement benefits under their defined benefit program. As a participant, the County is required to annually fund at a minimum the cost for retiree health benefits, otherwise known as Other Post-Employment Benefits (OPEB). To provide long-term funding for this benefit, the Board authorized joining CalPERS' California Employers' Retiree Benefit Trust (CERBT) and the pre-funding of the County's OPEB liabilities.

Due to its length, the Pension Liability Policy is separate from these policies and available online: https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/budget-analysis/county-policies

5.6 Budget Deficits

Departments estimating a budget deficit shall prepare and submit a report to the Budget Committee that outlines the cause of the problem, the alternatives available to mitigate the projected budget deficit, and the department's recommended action. All additions to appropriations, transfers

between funds, major plans to reduce service levels, or plans to request funding from the contingencies' appropriation require approval by at least four Board members (4/5ths vote).

5.7 Appropriations and Transfers

The following policy establishes appropriation control at the appropriation unit level, per Section 29120 of the California Government Code. The County Administrative Officer, per Section 29092 of the California Government Code, is the designated administrator over appropriation control, which includes transfers and revisions of appropriations that do not result in an overall increase in appropriations for an appropriation unit.

Accordingly, after budget adoption, a department does not need to request a transfer between major expense categories within the same appropriation unit. The County Administrative Officer has instituted budgetary controls through the financial system limiting total appropriations to the appropriation unit level. Approval of appropriation moves between major expense categories is not necessary. Examples of major expense categories include salary and employee benefits, services and supplies, and other financing uses.

Transfers of appropriations between appropriation units must be approved by Board resolution. Per Section 29125 (a) of the California Government Code, operating transfers in and out between funds are not a transfer of appropriations, as, per Section 29089 of the County Budget Act, transfers out by fund are specified in the budget and are adopted by resolution.

5.8 Responsibility for Budget Management and Budgetary Control

The County shall maintain a budgetary control system to help it adhere to the budget. The County Administrative Office has budgetary control and authority over appropriations. The Auditor-Controller shall administer and maintain the system utilized for budgetary control. As the administrator of the budgetary control system, the Auditor-Controller shall notify the County Administrative Office when a department is reaching an appropriation limit. The Auditor-Controller shall seek guidance from the County Administrative Office on all issues relating to appropriation limits and controls.

County Officers and Department Heads have primary responsibility for managing departmental budgets by:

a. Providing accurate and timely budget estimates;
b. Monitoring revenues to ensure timely receipt in the amounts anticipated;
c. Ensuring that expenditures comply with the law, adopted resolutions, policies, and align appropriations relative to revenues;
d. Providing prompt notification to the County Administrative Office when either revenues or expenditures are not as anticipated; and
e. Preparing and justifying budget revisions when necessary.

5.9 Preparation of Financial Reports

The County Administrative Office annually prepares:

a. A Budget End-of-Year Report (BEYR) to retrospectively report on actual financial performance at a detail and summary level;
b. A current year estimate and three-year forecast to provide current year performance and forward-looking perspective to advise the Board on future challenges and provide a base for building the following year's Recommended Budget; and
c. Additional reports, as appropriate, to keep the Board informed on current financial performance and developments.

The Auditor-Controller's Office annually prepares:

a. An Annual Comprehensive Financial Report (ACFR) as required by the state, that reports on the County's financial position and activities beyond Generally Accepted Accounting Principles (GAAP) or state law requirements, to provide readers with a broader understanding of financial operations;
b. A Single Audit that reports federally funded County activities, in compliance with the U.S. Office of Management and Budget ~~Circular A-133 Compliance Supplement,~~ to assure the County's adherence to laws, regulations, contracts, and grants applicable to its major federal programs;
c. A Cost Allocation Plan schedule, as required by the ~~Federal Management~~U.S. Office of Management and Budget ~~Circular A-87 "Cost Principles for State and Local Governments"~~, that confirms and allocates the indirect costs of the County to operating and non-general county departments; and
d. The countywide annual Tax Rate Book.

The County Administrative Office has oversight and contract management over the external auditors reviewing the ACFR. External auditors shall report to the County Administrative Office on audit findings. The County Administrative Office will take audit findings thereafter to the Board.

5.10 Publication of Budget

The County Administrative Office shall publish annually a Recommended Budget document that satisfies nationally recognized standards for effective budget presentation. The Auditor-Controller shall annually publish an adopted budget document to meet State Controller's Office requirements.

5.11 County Budget Development

Budget development is an annual process incorporating the Board's priorities and weighing competing requests for County resources within expected fiscal constraints. The process begins with departments preparing "baseline" budgets proposing levels of service and staffing that can be carried out within expected resources (e.g., program revenues and general fund contributions). To the extent there are increased costs or reduced revenue, baseline budgets may indicate potential reductions in staffing or services to maintain budgetary balance if additional resources are not provided. Departments may submit "augmentation requests" for additional resources to mitigate potential impacts, increase staffing/services, or invest in infrastructure. The County Administrative Office evaluates baseline budgets and augmentation requests within the constraints of a balanced budget and builds the annual Recommended Budget. Staff considers the following criteria in

formulating recommendations for the annual budget and subsequent mid-year budget modifications:

a. Mandated by current law or Board policy;
b. Alignment with the County's strategic initiatives and priorities;
c. Consistent with community priorities expressed in forums, surveys, and other community engagement initiatives;
d. Necessary to maintain the current level of mission-critical services/operations;
e. Substantiation of compelling public need (e.g., health, safety, economic vitality, quality of life) that cannot be met within existing resources;
f. Likelihood of success based on prior performance, degree of planning/specificity, requested resources, and assumed timeline;
g. Leverages sustainable financial support from non-County sources;
h. Appropriate placement of responsibility (federal, state, or local);
i. Degree of urgency; and
j. Critical infrastructure investment to ensure productivity and continuity of operations.

Criteria in the listing are not exhaustive or in any particular order, nor are they mutually exclusive; funding recommendations may align with more than one criteria.

5.12 Establish Countywide Priorities

The Board has a continuous process of establishing countywide priorities for ensuing years. The Board implements these priorities in the Recommended Budget within the framework of the law. Understanding that elected officials and Department Heads are charged with the actual provision of services to the community, the Board shall set broad priorities to ensure flexibility for departments to concentrate on these priorities.

5.13 Authorization of Elected Officials

In determining service levels, the Board and County Administrative Office recognize that countywide elected officials have constitutional and/or statutorily created mandates and are accountable to the electorate. Although the Board adopts a budget for each department, elected officials will determine the services they will provide within the adopted budgetary constraints. These policies recognize that elected officials have independent constitutional and/or statutory powers to direct service levels and priorities within their departments. These powers are independent of the Board in part because these officials (like the Board) serve at the pleasure of the electorate. However, the Board is responsible for allocating appropriations to all departments.

5.14 Budget Adoption Level

Under the County Budget Act (California Government Code, Sections 29000 through 29144), the Board enacts the annual financial plan (the Adopted Budget) through the passage of a resolution. The resolution mandates the maximum authorized expenditures for the fiscal year and sets appropriation control at the appropriation unit level. An appropriation unit represents one or more budget units and defines the budgetary limits of those budget units. A budget unit represents a program or group of programs providing a similar service. The assignment of an appropriation unit

is guided by State Controller financial reporting requirements and/or County requirements. Pursuant to Section 29092 of the County Budget Act, the County Administrative Office is charged by the Board to monitor and make administrative decisions related to appropriation control.

5.15 Amendments to the Adopted Budget

Modifications to the Adopted Budget require approval by at least four Board members (4/5ths vote). Amendments to the Adopted Budget will be made in compliance with Board policies.

5.16 Budgetary Basis

The County uses the modified accrual basis of accounting following Generally Accepted Accounting Principles (GAAP). The budgetary basis is substantially the same as the modified accrual method of accounting that is used for financial reporting for all governmental funds except ~~enterprise~~ proprietary funds. The County currently has three enterprise funds and four internal service funds which are budgeted based on a full accrual basis of accounting.

5.17 Capital Asset Definition

The County defines capital assets as assets with initial, individual costs of $5,000 or more and an estimated useful life greater than one year, except infrastructure, for which the threshold is set at $100,000. Capital assets include both tangible and intangible assets categorized by asset type for reporting purposes.

6. STRATEGIC PLANNING

6.1 Three-Year Forecast

The County uses a Three-Year Forecast strategic model to develop, initiate, and modify policies and budgets. The Three-Year Forecast demonstrates the County's ability to accomplish long-term goals by determining the potential budgetary impacts of current budget decisions. This approach allows the Board to be aware of the probable long-term outcomes of alternative decisions and to select the one that effectively serves the interests of the community within the financial resources of the County.

The Three-Year Forecast identifies fund balances, revenue patterns, expenditure trends, and cash requirements. It is neither a future budget, nor does it recommend services or programs. The Forecast is a guide to assist in making recommendations and building future budgets. The Forecast is designed to facilitate decision-making based on two fundamental questions: "What is the County's financial future without change?" and "What path does the County wish to take for the future?"

The annual Three-Year Forecast is prepared in February by the County Administrative Office, with the subject matter expert assistance of departments. The timeframe allows departments to obtain prior year audited results and six months of actual financial data in the current fiscal year.

The Forecast serves as a current year estimate and three-year financial outlook for building next year's Recommended Budget.

7. REVENUE AND EXPENDITURE POLICIES

7.1 Revenue Diversification

A diversified and stable revenue system will be maintained to shelter community services from short and long-term fluctuations to the extent possible.

7.2 Revenue Estimates

Annual revenues are conservatively estimated as a basis for preparing the Recommended Budget. Estimates shall not be based on optimistically hoped-for events but analytical techniques that use historical data, economic trends and indicators, information available from the state and other governmental agencies, and other accepted standards. In general, revenue estimates shall not assume any growth rate that is not well documented. Real growth that occurs beyond budgeted revenue will be recognized through budgetary adjustments. Significant revenues will be estimated by the department that manages the program and then reviewed first by the County Administrative Office and subsequently by the Board's Budget Committee before the adoption of the Recommended Budget.

7.3 Current Revenues

Annual expenditures shall be balanced to ongoing annual revenues without the use of one-time financing. Deficit financing and borrowing will not be used to support ongoing County services and operations without explicit Board direction and approval. The Board shall be advised that interfund loans are required, or the use of non-appropriated funds is requested.

7.4 User Fees

The County charges user fees for various services when it is appropriate and permitted by law. Unless set by policy, regulation, or statute, user fees are established and maintained at the Board's discretion. Fees will generally be set at a level sufficient to cover both direct and indirect costs of the services provided. The service may be subsidized by the County as deemed necessary by the Board. Factors for subsidy consideration include whether a subsidy causes an inappropriate burden on taxpayers, the degree to which the service benefits a segment of the population, whether beneficiaries can pay the fee, and whether the service provides a broader benefit to the community.

All fees for services are reviewed as necessary and adjusted where appropriate. The full cost of providing a service is calculated to provide a basis for setting the charge or fee and incorporates direct and indirect costs, including operations and maintenance, overhead, charges for the use of capital facilities, as well as depreciation. Other factors for fee or charge adjustments may include the impact of inflation, other cost increases, the adequacy of the coverage of costs, current competitive rates, and contractual or statutory restrictions. Part of the decision-making process in establishing new services or increasing service levels should include an analysis of fees and user

charges and a desired cost-recovery threshold. Increases may be justified based on outside variables not considered during the baseline budget submissions (e.g., water levels, gas prices, economy).

7.5 One-Time Revenues

The use of one-time revenues for ongoing expenditures is discouraged. Unpredictable revenues are budgeted conservatively, and any amount collected over the budget is generally carried forward in the fund balance.

7.6 Revenues of a Limited or Indefinite Term

Revenues of a limited or indefinite term will generally be used for those limited or unlimited term functions associated with the revenue. If it cannot be done, the revenue is to be considered discretionary revenue. It may be used for one-time expenditures to ensure no ongoing service programs are lost when such revenues are reduced or discontinued.

7.7 Use of Discretionary General Fund Revenue

Departments shall maximize the use of non-General Fund discretionary revenue and minimize the need to use discretionary General Fund revenue to fund programs. The Board will prioritize the use of discretionary General Fund revenue through the annual budget process.

The Board approves General Fund Contributions based on appropriation unit level. Departments are not allowed to transfer or use general fund contributions for other budget units unless approved by the County Administrative Office and subsequent approval by the Board of Supervisors.

7.8 Maintaining Revenue and Expenditure Categories

The County will maintain revenue and expenditure categories per state statute and administrative regulation and operational needs.

a. Appropriation controls will be established for the expenditure categories of "Salary and Employee Benefits", "Services and Supplies", "Other Charges", "Capital Assets", and "Other Finance Uses". Appropriations may not be used across appropriation categories without the express approval of the County Administrative Office. Appropriations will be controlled at the appropriation category.

7.9 Outside Organization Contributions

Public Safety Sales Tax (Proposition 172)

Government Code Section 30052 requires Proposition 172 funds be placed into a special revenue fund and expended on such public safety services as sheriffs, fire, county district attorneys, and corrections.

The County has historically shared its Proposition 172 revenues with other agencies to help fund fire districts and offset costs to cities for emergency dispatch services. In the event of fiscal constraints, the Board retains the authority to reduce allocations to other agencies upon findings that internal public safety programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to other agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Emergency Communications Users' Offset

The Emergency Communications Department receives five percent (5%) of Proposition 172 revenues. The current agreement with user agencies fixed their funding at five percent (5%) of the County's total Proposition 172 revenues for the most recently audited fiscal year (e.g., the FY 2024-25 allocation will be five percent (5%) of FY 2022-23 audited actuals). Overall, ten percent (10%) of Proposition 172 revenues are distributed for emergency communication operations.

Fire Agencies' Distribution

The County shares with the Association of Firefighters and Volunteer Fire Companies 9.13% of the County's Proposition 172 revenue of the most recently audited fiscal year. The various fire agencies allocate the Proposition 172 revenue amongst themselves via their own allocation formula.

Distributions to Sheriff, Probation, and District Attorney

After allocation to local fire agencies and Emergency Communications, 80.87% percent of Proposition 172 revenues are distributed to the Sheriff, Probation, and District Attorney departments as approved by the Board in the base year of FY 1995-96, with growth revenues distributed using the percentages listed below:

Department	% of Growth
Sheriff	61.2%
District Attorney	21.7%
Probation	17.1%

County Agency Distribution

The State Board of Equalization apportions Proposition 172 revenues to each county based on its proportionate share of statewide taxable sales. Due to the disbursement cycle of Proposition 172 revenues from the State Controller, each fiscal year's actual Proposition 172 revenues are not known until August of the following fiscal year.

Proposition 172 Distribution Formula

Agency	Prop. 172 Distribution
Local Fire Agencies	9.13%

Emergency Communications	10.0%
Other Public Safety County Departments	80.87%

Contributions from Transient Occupancy Tax (TOT)

Contributions to Economic Development Set Aside

The County has agreed to annual contributions to the Monterey County Convention and Visitors Bureau, the Arts Council for Monterey, the Monterey County Film Commission, and the Monterey County Business Council, respecting the value these organizations add to the community and their role related to the County Transient Occupancy Tax (TOT) revenues. This contribution is based on a shared percentage of total TOT revenues from the previously audited fiscal year. The Convention and Visitors Bureau receives a contribution equal to 5.03%, the Monterey County Business Council receives a contribution equal to 0.50%, the Monterey County Film Commission receives a contribution equal to 0.76%, and the Arts Council for Monterey receives a contribution equal to 1.58%, totaling a combined 7.87% contribution from the County's TOT revenues. In the event of fiscal constraints, the Board retains the authority to reduce its allocation to these outside agencies upon findings that internal countywide priority programs would otherwise require program reductions. The County Administrative Office is charged with determining when a reduction to outside agencies would be appropriate and obtaining authorization from the Board to begin those discussions.

Contributions to the Road Fund

~~In FY 2013-14, t~~The TOT contribution percentage for the Road Fund was established by the Board and is currently capped at twenty-five percent (25%) of total TOT revenue. ~~This contribution replaces, and is not in addition to, the $2.0 million the County previously provided per annum to the Road Fund from the General Fund.~~

Annual Contributions

Organizations that are not part of the County, but receive contributions from the County, shall not have their appropriation carried forward from budget-cycle to budget-cycle unless authorized and directed by the Board. At the will of the Board, organizations receiving County contributions may be subject to annual review and presentation to the Board on the value and services provided to the community with County funds.

7.10 Appropriations for Contingencies

The County annually adopts an appropriation for contingencies to provide sufficient working capital and a margin of safety for unplanned operational needs. The contingency appropriation may be used at the discretion of and by the action of the Board. The contingency appropriation is utilized only after all other budget resources have been examined. The appropriation for operational contingencies shall be equal to one percent (1%) of estimated General Fund revenues unless expressly modified by the Board as part of the annual budget adoption.

7.11 Performance Measures

Departments shall develop key performance measures that address best practices, desired outcomes, Board strategic initiatives, and annual goals to ensure resource optimization and maximize results. Departments will pursue the most cost-effective means to achieve their performance measures. Performance measures provide the criteria that the Board and management uses to evaluate departmental requests for funding.

7.12 Procurement

Departments shall adhere to standard procurement guidelines that comply with state and federal policies and County procedures. Expenditures are a matter of public record; therefore purchases should be a prudent use of public funds. Procurement policies are published online: https://countyofmonterey.sharepoint.com/sites/Infonet/contracts-purchasing/documents-policies/procurement-policies

7.13 Payment for Goods from Prior Year

Goods and services ordered but not received before the end of the prior fiscal year will be paid from the current year's budgeted appropriations. The department's payment for goods and services to be received or used in the next year are not authorized for payment from current year funds unless the items are dues or maintenance agreements where recurring invoices for the next year are generally due before year-end.

8. FUND BALANCE AND RESERVE POLICIES

8.1 Use of Year-End Fund Balance

The fund balance is a measurement of available financial resources. It is the difference between total assets and total liabilities in each fund. The Board recognizes that the maintenance of fund balance is essential to preserving the County's financial integrity. The County's goal is to use fund balance as a source to finance one-time investments, reserves, and/or commitments. As a one-time financing source, any unbudgeted year-end fund balance will be used for non-recurring expenditures and only after the yearly audit and confirmation of the General Fund's fund balance.

Governmental Accounting Standards Board (GASB) Statement 54 distinguishes fund balance based on the relative strength of the constraints that control the purposes for which specified amounts can be spent. Beginning with the most restrictive constraints, fund balance amounts are reported in the following categories:

a. **Nonspendable fund balance –** amounts that are not in a spendable form (e.g., inventory) or are legally or contractually required to be maintained intact (e.g., permanent fund principal).

b. **Restricted fund balance –** amounts that can be spent only for the specific purposes stipulated by external parties, either constitutionally or through enabling legislation (e.g., grants or donations).

c. **Committed fund balance –** amounts that can only be used for the specific purposes determined by a formal action (resolution) of the Board. Commitments may be changed or lifted only by referring to the formal action that imposed the constraint originally (e.g., the Board's commitment in connection with future capital projects).

d. **Assigned fund balance –** amounts intended to be used for specific purposes. Intent can be expressed by the Board, or the County Administrative Officer, or designee.

e. **Unassigned fund balance –** includes all amounts not contained in other classifications and is the residual classification of the General Fund only. Unassigned amounts are available for any legal purpose.

8.2 Fund and Reserve Levels

Sufficient fund balance and reserve levels are a critical component of the County's overall financial management strategy. They are key factors in the ability to sustain service delivery and obtain external financing. Rating agencies analyze fund balance when considering the County's overall financial strength and creditworthiness. Adequate reserves enable flexible financial planning in developing future capital projects, dealing with unforeseen emergencies and changes in fiscal conditions. Each fund shall maintain a level of reserves, providing a positive fund balance throughout the fiscal year. In the event a fund anticipates going in a negative cash position, the fund manager shall immediately bring to the Budget Committee a report outlining the reason(s) along with a financial plan to ensure the fund regains a positive cash balance.

The County uses a strategic reserve policy to provide adequate fund balance throughout the year. All major County funds shall develop a reserve policy and fund a reserve in conformance with their industry's best practices. In the event such best practices are non-existent, the fund shall adopt the percentages as follows: an appropriation for operational contingencies equal to one percent (1%) of estimated annual revenue and a strategic reserve equal to ten percent (10%) of estimated annual revenue.

8.3 Committed Fund Balance – Strategic Reserve Fund

The County will commit a portion of the fund balance in the General Fund as a strategic reserve to provide the County with sufficient working capital and be used to fund settlement of legal judgments against the County in excess of reserves normally designated for litigation, for short-term revenue reductions due to economic downturns, for natural disasters as determined by the County Administrative Officer or Board, and for one-time-only state budget reductions that could not be addressed through the annual appropriations for contingencies in the General Fund. The County's goal is to maintain a strategic reserve equal to ten percent (10%) of the General Fund estimated revenues. The Natividad Medical Center (NMC) strategic reserve designation~~, established in 2011~~, is a sub-designation of the General Fund strategic reserve and does not count towards the County's goal of maintaining a strategic reserve equal to 10%.~~.~~

If the strategic reserve is utilized to provide temporary funding of unforeseen needs, the County shall take measures necessary to prevent its use in the following fiscal year by increasing General Fund revenues and/or decreasing expenditures to regain structural balance. The County shall also restore the strategic reserve to the minimum level of ten percent (10%) of General Fund estimated

revenues within five fiscal years following the fiscal year in which the event occurred. The plan to restore the strategic reserve shall be included and highlighted in the County's Three-Year Forecast. Funds in excess of ten percent (10%) of the annual requirements may be retained in the strategic reserve or may be considered for other purposes, such as supplementing capital project funds or prepaying existing debt.

8.4 Assigned Fund Balance – Compensated Absences Assignment

The County will maintain a fund balance as a reserve assigned for Compensated Absences. Usage of the Compensated Absences Assignment is designed to cover the cost of retirement or resignation payouts of accrued employee liabilities (Vacation, Sick, and Comp Time) for departments who are not able to absorb these costs within their appropriated salary and benefits. The reserve balance shall be maintained at a minimum level of ten percent (10%) of the Compensated Absence Liability as delineated on the most recent Annual Comprehensive Financial Report for Governmental activities.

8.5~~4~~ Order of ~~Expenditure~~ usage of Fund Balance

When multiple categories of fund balance are available for expenditure (e.g., a project is being funded partly by a grant, funds set aside by the Board, and unassigned fund balance), the County will start with the most restricted category and spend those funds first before moving down to the next fund balance category with available funds. General Fund usage shall be the funding of last resort.

9. INTERFUND LOANS

Interfund loans are the lending of cash from one County fund to another for a specific purpose and require repayment. Interfund loans are typically short-term in nature and constitute the allocation of cash between individual funds for working capital purposes.

Interfund loans may be made for the following reasons:

a. To offset timing differences in cash flow;
b. To offset timing differences between expenditures and reimbursements, typically associated with grant funding;
c. To provide funds for interim financing in conjunction with obtaining long-term financing; and/or
d. For short-term borrowing in place of external financing.

Interfund loans are not to be used to solve ongoing structural budget issues or hindering the accomplishment of any function or project for which the lending fund was established. Interfund loans are not to be used from fiscal year to fiscal year as a financing strategy. If a fund has a negative cash balance, the department must present the County Administrative Office with a plan

for reaching a positive cash balance. A negative cash balance must be addressed in the fiscal year that the fund reaches negative cash.

Interfund loan monies may only be used for the purpose identified in the authorizing resolution. Appropriate accounting records will be maintained to reflect the balances of loans in every fund affected by such transactions. A summary of all outstanding interfund loans will be included in the Annual Comprehensive Financial Report (ACFR).

9.1 Interfund Loan Terms

The Board must approve interfund loans by resolution. The resolution will include a planned schedule of repayment of the loan principal and set a reasonable interest rate to be paid to the lending fund if required by the lending fund's restrictions or regulations during the time the loan is outstanding. Repayment of an interfund loan shall be within the same fiscal year unless otherwise stated in a Board resolution. The County Administrative Office shall have authority for issuing temporary interfund loans for end-of-year purposes and report out these temporary interfund loans to the Board via memorandum.

9.2 Interfund Loan Interest

The following guidelines should be used in establishing the rate of interest:

a. Not lower than the "opportunity cost" if the funds were otherwise invested, such as the County Treasury Pooled Interest Rate;
b. Treasury yields or short-term bond yields for a similar term; and
c. Not higher than the external rate available to the County.

Interest is not required in the following circumstances:

a. The borrowing fund has no independent source of revenue other than the lending fund; or
b. The borrowing fund is generally funded by the lending fund; or
c. The lending fund is the General Fund, which, being unrestricted, can loan interest-free, except to a proprietary fund (such as one of enterprise funds below).

10. ENTERPRISE FUNDS

The County will establish enterprise funds for County services when:

a. The fund's operations are financed and operated like private business enterprises, where services provided are primarily funded through user charges; or
b. The Board determines that it is appropriate to conduct a periodic review of net income for capital maintenance, accountability, or other public policy purposes.

The County Administrative Office is the chief advisor to the Board in the creation of an enterprise fund. The County currently has three enterprise funds: 1) Natividad (fund 451); 2) Lake Resort (fund 452); 3) Laguna Seca Recreational Area (fund 453).

10.1 Expenses

Enterprise fund expenses and revenues will be established at sufficient levels to properly maintain the fund's infrastructure and provide significant capital development without requiring County fiscal intervention.

10.2 Rate Structure and Net Position

Each enterprise fund will maintain an adequate rate structure to cover the cost of all operations, including cash flow, capital replacement and maintenance, debt service if applicable, contingency funding, scheduled reserve contributions, and depreciation. Rates may be offset from the available net position only after these requirements are met.

10.3 Services

Enterprise fund services will establish and maintain reserves for general contingency and capital purposes consistent with those maintained for general governmental services.

10.4 Net Operating Revenues

The County will ensure that net operating revenues of the enterprise are sufficient to pay operating expenses, capital costs, and any debt service requirements where applicable, in compliance with the County's fiscal and debt policies.

10.5 Interest from Funds

Unless otherwise directed by statute, regulation, or resolution, interest will be allocated as discretionary financing for an enterprise fund.

10.6 Financial Monitoring and Reporting

The County Administrative Office and departments shall monitor revenues and expenses throughout the year to ensure conformity to adopted budgets. Enterprise funds shall provide the Budget Committee financial status reports on a semi-annual or quarterly basis. Financial reports shall contain a year-to-date summary of expenses, revenues, and cash positions, significant variances, comparisons to previous fiscal years' activity, trends for the current fiscal year, and financial impacts to the General Fund, if any.

11. INTERNAL SERVICE FUNDS

An internal service fund (ISF) is a centralized governmental service that provides services or products on a cost-reimbursement basis to other governmental units or external users with a break-even motive. To qualify as an ISF, the predominant users of the services or products must be the government itself.

11.1 Use of Internal Service Funds

Risk Management

The Office of the County Counsel is responsible for managing the County's general liability (fund 475) and workers' compensation (fund 476) ISF funds. These ISFs shall function as funds for paying all judgments, settlements, and claims against the County. The General Liability ISF will reserve adequate funds to cover both excess insured events and events not covered by excess insurance coverage and provide for "recoverable" and "non-recoverable" losses. Funding for both ISFs shall be no less than the 70% confidence level funding as estimated in the annual actuarial reports, and fund 475 shall be inclusive of Property Insurance allocations~~B oth ISFs are currently funded at a seventy percent (70%) confidence level.~~

Human Resources – Benefits

The Human Resources Department is responsible for managing the County's Benefits ISF (fund 477). The ISF covers various benefit programs supported by contributions from the County, active employees, and retired employees. Programs include dental and vision benefits for employees and dependents, Employee Assistance Program, Long-Term Disability, Retiree Sick Leave Conversion, and other miscellaneous benefit programs.

Resource Planning

The County Administrative Office has administrative authority over all aspects of the Resource Planning ISF (fund 478). The Resources Planning ISF provides funds for capital projects that require replacement, maintenance, or upgrades during the asset's life. The fund serves to establish a capital funding process, generating funds over an asset's life, thereby minimizing fiscal impacts to operations.

The Resource Planning Fund's respective sub-funds are the: 1) VAMP-Vehicle Asset Management Program; 2) ERP-Enterprise Resource Planning for Upgrades/Replacement; 3) BIR-Building Improvement and Replacement; and 4) EIR-Equipment Improvement and Replacement.

11.2 General Fund Transfers

In the event there is a large settlement that cannot be funded within the existing ISF reserve, the Office of the County Counsel may submit a request to the County Administrative Office for a transfer from the General Fund or such other fund as may be available and appropriate. Such a request will include, at a minimum, an analysis of the impact of the settlement on the reserve, alternatives for addressing the implications, and the advantages and disadvantages of each alternative.

11.3 Actuarial Studies

The County Counsel-managed ISFs and the Benefits ISF shall complete two annual actuarial studies. The first study will be completed using data through June 30th, and a second ("true-up") actuarial study will be completed with data through December 31st. The June 30th study will be used to set department allocations for the upcoming fiscal year, while the December 31st study will

be used for meeting its operational needs (e.g., purchasing excess insurance coverage). County Counsel will work throughout the year to obtain information on potential settlements that could impact reserve levels and provide this information to the actuary as part of the semi-annual actuarial valuation process.

~~11.4 Internal Service Funds Reporting~~

~~Departments that manage ISFs shall provide to the Board and its Budget Committee an annual report outlining funding levels, operational costs, and outcomes of operations.~~

12. CAPITAL FACILITIES AND IMPROVEMENT POLICIES

12.1 Capital Investments

The County is responsible for investing in the preservation, maintenance, and improvement of buildings, parks, roads, sewers, equipment, and other capital infrastructure. Strategic capital improvement plans, policies, and programs assess future needs and prevent emergencies to avoid major costs. Thus, the Board established the Capital Improvement Program, Five-Year Plan (CIP), which incorporates into the operating budget the fiscal impact of projects including design, construction, equipment, land purchases, and administration. The CIP is prepared and updated annually by the Public Works, Facilities, and Parks Department with review by the County Administrative Office.

Projects in excess of $100,000 that have an estimated useful life of at least five years and are non-recurring should be included in the CIP for consideration and countywide prioritization. Updates will regularly be made to all projects in various stages of implementation within the CIP and annual review of priorities, needs and staffing levels will be conducted. The CIP shall be consistent with the County's overall goals and objectives and coordinated with economic development infrastructure investments.

12.2 Enhanced Infrastructure Financing District

The Board supports economic development projects that benefit the community and will consider private investment and partnerships with jurisdictions that are interested in forming an Enhanced Infrastructure Financing District (EIFD). This allows collaboration and joint financing to capture increases in assessment and various revenue sources to reinvest the growth in value from large planning projects when an individual entity’s resources might otherwise be insufficient. Cooperation provides additional opportunities to issue bonds and attract state and federal grant funding. The EIFD policy outlines the Board’s criteria for evaluating proposals.

12.3 Financial Analysis of Funding Sources

Financial analysis of funding sources is conducted for all proposed major capital improvement projects. Operating and maintenance costs should be identified separately, to ensure that adequate funds will be available for ongoing expenses necessary to maximize useful life. ~~The Budget Committee determines available funding sources and provides input toward scope changes to meet~~

~~any fiscal constraints.~~ Project scope and budget must be defined and submitted to the Board for approval before project funds can be expended.

12.4 Annual Capital Improvement Budget

The Board includes capital project funding during the annual budget process. In general, capital projects that have secured funding to progress in the first year of the CIP will be included in the Recommended Budget. The Board shall determine annual ongoing funding levels for each of the major project categories within the CIP. When considering the priority and funding of each capital project, the County shall consider the operating impacts (e.g., increased staff, facilities maintenance, and outside rentals) of the project.

12.5 Capital Project Reports

Capital projects shall provide the following reports:

a. Monthly updates of the drawdown schedule for debt-financed projects;
b. Quarterly reports to the County Administrative Office detailing quarterly forecasts of expenditures for the life of debt-financed projects;
c. Quarterly updates to the Capital Improvement and Budget committees on implemented capital projects that include the initial approved and modified budgets, expenditures to date, remaining budget and expenditures, original completion date, and if applicable, revised completion date and the phase (in a percentage) the project is toward completion;
d. Quarterly updates to the Budget Committee on capital funds interest accumulation; and
e. Semi-annual updates to the Capital Improvement and Budget committees on scheduled and unscheduled maintenance projects.

The County Administrative Office shall provide a quarterly report to the Capital Improvement and Budget committees regarding drawdown schedules for debt-financed projects.

13. DEBT MANAGEMENT

Due to its length and complexity, the Debt Management Policy is reviewed by the Board separately from these policies. The Debt Management Policies are published online: https://www.countyofmonterey.gov/government/departments-a-h/administrative-office/debt-management.

14. GRANT MANAGEMENT

The County recognizes that grant funding provides significant resources to enhance the ability to provide services and activities not otherwise available. Consideration will be given to whether grant activities further the County's mission, are part of the core functions of the department, benefit the community, and whether locally generated revenues will be required to support grant activities when grant funding is no longer available. Grants that do not meet these criteria shall be declined.

Departments are responsible for the continuous monitoring of the financial status of grants and compliance with all applicable federal, state, and local regulations, including procurement policies and procedures.

Any position changes related to grant funding must be approved by the Board and adequately classified by Human Resources. Departments are to promptly notify payroll of coding changes needed for those positions being charged to grants since grant codes may change each year. At the expiration of the grant, the position must be terminated unless funding has been identified within the department's budget for retention through attrition of vacant FTE, new grant revenue, OR an augmentation request has been approved by the Board prior to the expiration of the grant.

Departments are responsible for all aspects of the grant process, including planning for grant acquisition, preparing and submitting grant proposals, developing grant implementation plans, managing grant programs, preparing and providing reports to grantors, and adequately closing out grant projects. Department staff and the County Administrative Office will maintain a close working relationship concerning any grant activity to ensure a clear understanding of the project status.

The County manages a variety of programs, which depend on outside grants for partial or full funding. Grants that require a General Fund match or potential general funds to fulfill the grant requirements must be approved by the Board before the department can apply. In the event of reductions in such external funding amounts, the program service levels will be reduced, and additional County support shall not be provided to compensate for the decrease in outside funding unless approved and directed by the Board.

15. STATE AND FEDERAL PROGRAMS

The County shall operate state and federal programs based on the level of state funding provided and shall not backfill any state cuts with General Fund resources except when mandated, or local priorities dictate a need for a continuance.

Introduced: 4/2/2026
Version: 1

Current Status: Scheduled PM
Matter Type: Ordinance

a. Receive a status update on Ordinance No. 5443, adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of the County of Monterey, in response to Board Referral 2025.11 (Church); and (REVISED VIA SUPPLEMENTAL)
b. Provide direction to staff.
CEQA Action: Categorically Exempt.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a status update on Ordinance No. 5443, adding Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of the County of Monterey, in response to Board Referral 2025.11; and
b. Provide direction to staff.

SUMMARY/DISCUSSION:
On March 10, 2026, the Board of Supervisors adopted Ordinance No. 5443, to add Section 12.28.013 to Title 12 of the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization on Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road, in the unincorporated area of the County of Monterey, and find that the adoption of this ordinance is categorically exempt per California Code of Regulations (CCR) Section 15301(c) and Section 15308 of the California Environmental Quality Act (CEQA) Guidelines. There were concerns expressed about the status of the unhoused individuals living along the subject road, and concerns about the influence the City of Watsonville's (sometimes referred to as "City") ordinance which became effective on March 13, 2026, just 3 days after the March 10 County Board meeting, might have in Pajaro. Given these concerns, the Board directed staff to report back in 30 days on the status of unhoused individuals on Railroad Avenue, on discussions with the City of Watsonville and Santa Cruz County, and further explore expansion of the prohibition limits of the ordinance throughout the community of Pajaro. With this information, the Board indicated it would give direction to staff on whether to continue implementing the ordinance by making it effective through installation of the signs, or otherwise.

With regard to a status update on homeless individuals and their conditions, the most recent census, taken on March 19, revealed 9 RVs remaining on Railroad Avenue. County of Santa Cruz and Community Action Board (CAB) of Santa Cruz County outreach workers attempted weekly engagements with the RV occupants. However, they were unsuccessful in making contact with the vast majority of the households. Outreach workers identified two open slots at the nearest safe parking program in the City of Watsonville, County of Santa Cruz, where the 24-ft size limit disqualified the households actively engaged. Business cards were left on the windows, doors, and windshields of vehicles with failed contact attempts. One household with a senior citizen and a minor child is enrolled in the County of Santa Cruz' housing navigation program.

County staff is continuing to explore a Safe Parking Program for the North Monterey County. Though County staff has located potential sites, a designated and prepared location has not been developed as of the writing of the Board Report for the April 7, 2026 Board meeting. Recently, staff learned that the property located at 2 Lewis Court, Pajaro, has closed escrow and is no longer available. Recognizing that, County staff are searching for other locations.

With regard to discussions with the City of Watsonville and the County of Santa Cruz, the County of Monterey's County Administrative Office (CAO), has held initial discussions with representatives of, and coordinating with, Santa Cruz County and their Office of Education.

With regard to the status update on oversized vehicles in Pajaro, staff conferred with law enforcement partners. Information is still coming in, as of the time of writing this Board Report. It appears it is still very early since the City's ordinance and subsequent enforcement became effective on March 13, 2026. At the time of writing this report, oversized vehicles generally remain limited to Railroad Avenue, and more research needs to be performed to determine if there has been an increase in unhoused individuals' oversized vehicles on Railroad Avenue.

Background

At the February 10, 2026 Board Meeting, staff reported that: In response to community concerns, Supervisorial District 2 prepared Board Referral No. 2025.11 seeking to adopt an ordinance to prohibit oversized vehicles parking on the entirety of Railroad Avenue, establish a tow-away zone, and authorize the immediate removal of vehicles that violate this no-parking restriction. Railroad Avenue is a County maintained road in the Pajaro community, an unincorporated community in North Monterey County, south of the City of Watsonville. It is Public Works, Facilities and Parks (PWFP) staff understanding from the Board Referral, that roadside parking of oversized vehicles on Railroad Avenue has created a consistent and increasing public health and safety concern for the community and businesses of Pajaro, particularly regarding unhoused persons living in oversized vehicles along Railroad Avenue without appropriate services, disruptions for residents and businesses, crime, traffic hazards caused by parked vehicles blocking travel lanes, and the illegal dumping of trash and refuse.

On November 4, 2025, PWFP provided the Board of Supervisors a preliminary analysis report in response to said Board referral. The Board added Allison Road for consideration, due to the proximity to commercial agricultural operations and corresponding food safety concerns. The

Board also indicated the need for a Safe Parking Program in North Monterey County, as a location for unhoused individuals who would be displaced, and directed staff to explore options to facilitate a Safe Parking Program.

For months, the staff of the CAO-Homelessness Strategies and Initiatives Division, Health Department-Environmental Health Bureau (EHB), Monterey County Sheriff's Office (MCSO) Vehicle Abatement, California Highway Patrol (CHP), Housing and Community Development (HCD), Office of the County Counsel and PWFP have been contending with complaints of illegal dumping/litter, oversized vehicles parking and causing health and safety issues, parked campers and other issues including potential food safety issues in this area of Pajaro. Much of this same team has been working to identify a Safe Parking Program in North Monterey County. The proposed ordinance would add Section 12.28.013 to Chapter 12.28 - STOPPING, STANDING AND PARKING of Title 12 - VEHICLES AND TRAFFIC of the Monterey County Code.

Based on the feedback and research conducted by staff, a new section of Title 12 of the Monterey County Code must be established to achieve the objectives of the Board Referral's request. Staff proposed an ordinance to add this new section. The ordinance also codified the definition of an "oversized vehicle" because a definition does not exist in State law (the California Vehicle Code).

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

At the February 10, 2026 Board meeting, the Board approved waiving the first reading and setting March 10, 2026, at 10:30 AM, to consider adoption of the ordinance. Some public comments on the proposed ordinance were received at the February 10, 2026 meeting, including additional direction from the Board. That additional direction included: a status report on the timeline of connecting the unhoused to services and resources; and, exploring expansion of the No Oversized Vehicle parking ordinance into all of the Pajaro community, given the recent actions taken by a neighboring municipality, the City of Watsonville. It was reported at the February 10, 2026, Board Meeting, that the City of Watsonville was considering an ordinance that was stricter than the County's proposed ordinance. The City adopted its ordinance on February 10 which became effective on March 13, 2026.

Staff reported on these updates at the March 10, 2026 Board Meeting. Staff reported that with regard to the status: On any given day, there are approximately twelve to fifteen oversized vehicles parked with people experiencing homelessness occupying them as their primary means of housing. The Board of Supervisors directed the Homelessness Strategies and Initiatives Division to deploy homeless street outreach teams to engage with individuals and families that would be impacted by the recommended ordinance and identify possible solutions for homelessness status. Though County staff is exploring a Safe Parking Program and has located potential sites, a designated and prepared location has not been developed as of the writing of the Board Report for the April 7, 2026 Board meeting. Additional direction on March 10 was to explore the expansion of the No Oversized Vehicle ordinance. Since the first reading of the ordinance, County staff has further conferred with law enforcement. While data was limited since the previous Board meeting, there was concern that a neighboring jurisdiction (City of

Watsonville) has enacted an ordinance stricter than this proposed County ordinance. There was also consensus among law enforcement to expand the ordinance to more roads in Pajaro. Staff also reported that the City of Watsonville's ordinance would become effective on March 13, 2026, so there was not much data as to the effect the City's ordinance may have on the Pajaro community. At the time, staff proposed that the Board adopt the ordinance with the current prohibition limits and continue to monitor the conditions as part of an incremental approach. Should conditions in the future necessitate expansion of the prohibition limits, staff will return to the Board to provide an update and seek direction at that time.

This ordinance is one component of a broader County strategy that includes continued pursuit of a Safe Parking Program and coordination with service providers to connect unhoused individuals to shelter, sanitation, and housing resources.

OTHER AGENCY INVOLVEMENT:
PWFP staff have been working with the Department of Housing and Community Development (HCD), Office of the County Counsel, Monterey County Sheriff's Office (MCSO), County Administrative Office (CAO) - Homelessness Strategies and Initiatives Division, Health Department - Environmental Health Bureau (EHB), California Highway Patrol (CHP) and others. 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. These traffic control devices will be funded by the Road Fund. The cost to install the necessary signage is estimated at $6,000. Sufficient funds are available in the Fiscal Year (FY) 2025-26 Recommended Budget for the Road Fund 002, Appropriation Unit PFP004 to finance this work.

California Environmental Quality Act (CEQA):
The adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations (CCR) sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to existing County regulations that govern existing County highways and streets and the action is for the protection of the environment.

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. 2025.11
Attachment B - Ordinance No. 5443
Attachment C - Location Map

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Based on the feedback and research conducted by staff, a new section of Title 12 of the Monterey County Code must be established to achieve the objectives of the Board Referral's request. Staff proposed an ordinance to add this new section. The ordinance also codified the definition of an "oversized vehicle" because a definition does not exist in State law (the California Vehicle Code).

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

At the February 10, 2026 Board meeting, the Board approved waiving the first reading and setting March 10, 2026, at 10:30 AM, to consider adoption of the ordinance. Some public comments on the proposed ordinance were received at the February 10, 2026 meeting, including additional direction from the Board. That additional direction included: a status report on the timeline of connecting the unhoused to services and resources; and, exploring expansion of the No Oversized Vehicle parking ordinance into all of the Pajaro community, given the recent actions taken by a neighboring municipality, the City of Watsonville. It was reported at the February 10, 2026, Board Meeting, that the City of Watsonville was considering an ordinance that was stricter than the County's proposed ordinance. The City adopted its ordinance on February 10 which became effective on March 13, 2026.

Staff reported on these updates at the March 10, 2026 Board Meeting. Staff reported that with regard to the status: On any given day, there are approximately twelve to fifteen oversized vehicles parked with people experiencing homelessness occupying them as their primary means of housing. The Board of Supervisors directed the Homelessness Strategies and Initiatives Division to deploy homeless street outreach teams to engage with individuals and families that would be impacted by the recommended ordinance and identify possible solutions for homelessness status. Though County staff is exploring a Safe Parking Program and has located potential sites, a designated and prepared location has not been developed as of the writing of the Board Report for the April 7, 2026 Board meeting. Additional direction on March 10 was to explore the expansion of the No Oversized Vehicle ordinance. Since the first reading of the ordinance, County staff has further conferred with law enforcement. While data was limited since the previous Board meeting, there was concern that a neighboring jurisdiction (City of Watsonville) has enacted an ordinance stricter than this proposed County ordinance. There was also consensus among law enforcement to expand the ordinance to

more roads in Pajaro. Staff also reported that the City of Watsonville's ordinance would become effective on March 13, 2026, so there was not much data as to the effect the City's ordinance may have on the Pajaro community. At the time, staff proposed that the Board adopt the ordinance with the current prohibition limits and continue to monitor the conditions as part of an incremental approach. Should conditions in the future necessitate expansion of the prohibition limits, staff will return to the Board to provide an update and seek direction at that time.

This ordinance is one component of a broader County strategy that includes continued pursuit of a Safe Parking Program and coordination with service providers to connect unhoused individuals to shelter, sanitation, and housing resources.

OTHER AGENCY INVOLVEMENT:
PWFP staff have been working with the Department of Housing and Community Development (HCD), Office of the County Counsel, Monterey County Sheriff's Office (MCSO), County Administrative Office (CAO) - Homelessness Strategies and Initiatives Division, Health Department - Environmental Health Bureau (EHB), California Highway Patrol (CHP) and others. 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. These traffic control devices will be funded by the Road Fund. The cost to install the necessary signage is estimated at $6,000. Sufficient funds are available in the Fiscal Year (FY) 2025-26 Recommended Budget for the Road Fund 002, Appropriation Unit PFP004 to finance this work.

California Environmental Quality Act (CEQA):
The adoption of the ordinance is categorically exempt under the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations (CCR) sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to existing County regulations that govern existing County highways and streets and the action is for the protection of the environment.

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. 2025.11
Attachment B - Ordinance No. 5443
Attachment C - Location Map

Attachment A

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.11
Assignment Date: 09/16/25
(Completed by CAO's Office)

SUBMITTAL - Completed by referring Board office and returned to CAO no later than 10:00AM on Wednesday prior to Board meeting:

Date: 5 Sept. 2025	Submitted By: Supervisor Glenn Church	District #: 2
Referral Title: No Recreational Vehicle Parking on Railroad Avenue in Pajaro		

Referral Purpose:
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.

Brief Referral Description (attach additional sheet as required):
Homeless individuals are living in recreational vehicles along this road without appropriate services. These individuals park a variety of vehicles, including motor homes, campers and trailers, to sleep and live in. The uncontrolled use of the road for this purpose has resulted in serious disruptions for residents and businesses as well as health and safety problems, including crime, blocking of travel lanes and dumping of trash and refuse.

Classification - Implication	Mode of Response
☐ Ministerial / Minor X Land Use Policy ☐ Social Policy ☐ Budget Policy ☐ Other: _____	☐ Memo X Board Report ☐ Presentation **Requested Response Timeline** ☐ 2 weeks X 1 month ☐ 6 weeks ☐ Status reports until completed ☐ Other: ASAP ☐ Specific Date: _____

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

Department(s): PWFP	Referral Lead: Randy Ishii	Board Date: 09/16/25

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.

Attachment B

ORDINANCE NO. 5443

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, TO ADD SECTION 12.28.013 TO THE MONTEREY COUNTY CODE TO PROHIBIT OVERSIZED VEHICLE PARKING AT ALL TIMES WITH TOW AWAY AUTHORIZATION ON RAILROAD AVENUE AND ALLISON ROAD

County Counsel Summary

This is an ordinance for the protection of the public peace, health, and safety of Monterey County residents and visitors to prohibit oversized vehicle parking at all times along Railroad Avenue and Allison Road. This ordinance is necessary due to individuals parking oversized vehicles on Railroad Avenue and Allison Road in an unsafe manner creating obstruction of the travel lanes, and a danger to pedestrians and vehicles. This ordinance adds Section 12.28.013 to the Monterey County Code to prohibit oversized vehicle parking at all times with tow away authorization along Railroad Avenue on both sides from the centerline of Salinas Road easterly to its end, and Allison Road on both sides between Railroad Avenue and San Juan Road.

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 22507 authorizes the County to enact regulations by ordinance to prohibit or restrict the stopping, parking, or standing of vehicles on certain streets and highways, or portions thereof, during all or certain hours of the day. The parking of oversized vehicles can create public safety concerns. Oversized vehicles can obstruct access to rights-of-way, reduce sight distance, and reduce visibility at intersections and crosswalks. These obstructions can create increased hazardous traffic conditions and risks of collision, and endanger motorists, bicyclists, pedestrians, and other members of the public.

C. California Vehicle Code section 22650(b) provides that removal of a vehicle as provided in Vehicle Code section 22651 is only reasonable if necessary to achieve a community caretaking need such as ensuring the safe flow of traffic or protecting property from theft or vandalism.

D. California Vehicle Code section 22651 provides that a peace officer, as defined in Chapter 4.5 (commencing with Section 830) of Title 3 of Part 2 of the Penal Code, or a regularly employed and salaried employee who is engaged in directing traffic or enforcing parking laws and regulations of a county in which a vehicle is located may remove a vehicle located within the territorial limits in which the officer or employee may act, under enumerated circumstances.

Specifically, here, subsection (k) provides: "If a vehicle is parked or left standing upon a highway for 72 or more consecutive hours in violation of a local ordinance authorizing removal."

E. In response to community concerns, on September 16, 2025, Supervisorial District 2 prepared Board Referral No. 2025.11 ("Referral") seeking to identify solutions to respond to the public peace, health and safety emergency concerns at Railroad Avenue in the Pajaro Community within the unincorporated area of North Monterey County.

F. Said Referral was made due to increased levels of parking of oversized vehicles resulting in traffic congestion, parking issues, blocked residential access and blocked emergency vehicle access at Railroad Avenue. The purpose of said Referral was for the Board of Supervisors to consider adoption of an ordinance to prohibit oversized vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and to establish a tow-away zone, authorizing removal of vehicles that violate this no-parking restriction to address the issue of individuals living in oversized vehicles along Railroad Avenue without appropriate services. These individuals park a variety of oversized vehicles, including motor homes, campers and trailers, to sleep and live in. The uncontrolled use of Railroad Avenue for these purposes has resulted in serious disruptions for residents and businesses as well as health and safety issues, including crime, blocking of travel lanes and dumping of trash and refuse.

G. On November 4, 2025, Public Works, Facilities and Parks ("PWFP") staff provided the Board of Supervisors a preliminary analysis report in response to said Referral. The Board added Allison Road to the prohibition due to similar health and safety issues as described above for Railroad Avenue, coupled with food safety concerns for Allison Road due to its proximity to agricultural fields. In addition, the Board directed the exploration of a Safe Parking Program for North Monterey County.

H. Given all of the 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 of oversized vehicles along Railroad Avenue at all times with tow away authorization on both sides from the centerline of Salinas Road easterly to its end, and along Allison Road on both sides between Railroad Avenue and San Juan Road.

I. The adoption of the ordinance is categorically exempt under the California Environmental Quality Act ("CEQA") pursuant to sections 15301(c) and 15308 of the CEQA Guidelines because the action will involve negligible changes to the existing County regulations that govern the existing County highways and streets, and the action is for the protection of the environment.

SECTION 2. Section 12.28.013 of the Monterey County Code is hereby added to read as follows:

12.28.013 – Prohibited at all times with tow-away authorization (oversized vehicles).

For the purposes of this Section, "Oversized Vehicle" shall mean a motor vehicle under California Vehicle Code section 670, as may be amended from time to time, which also meets

one or more of the following criteria: exceeds seven (7) feet in height; or exceeds seven and a half (7 1/2') feet in width; or exceeds twenty-two (22') feet in length; or having a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or more. Removal of vehicles in violation of this prohibition shall be processed consistent with California Vehicle Code section 22651, *et seq*. as may be amended from time to time.

No person shall stop, park, or leave standing any Oversized Vehicle, whether attended or unattended, except when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device, in any of the following places at any time, and the Director of Transportation of the County of Monterey is directed to place and maintain appropriate signs or curb markings giving notice of this regulation and post signs providing for the removal of vehicles in violation of this prohibition at such places:

Allison Road, on both sides between Railroad Avenue and San Juan Road.

Railroad Avenue, on both sides from the centerline of Salinas Road easterly to its end, no person shall stop, park, or leave standing, any oversized vehicle, whether attended or unattended, except as provided in Section 12.28.010 of the Monterey County Code, as may be amended from time to time, when necessary to avoid conflict with other traffic or in compliance with the directions of a peace officer or official traffic control device.

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 AND TERM.

This ordinance shall become effective on the thirty-first day following its adoption.

PASSED AND ADOPTED this 10 day of March 2026, by the following vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels

NOES: Supervisor Root Askew

ABSENT: None

Wendy Root Askew, Chair
Monterey County Board of Supervisors

AT T E S T:

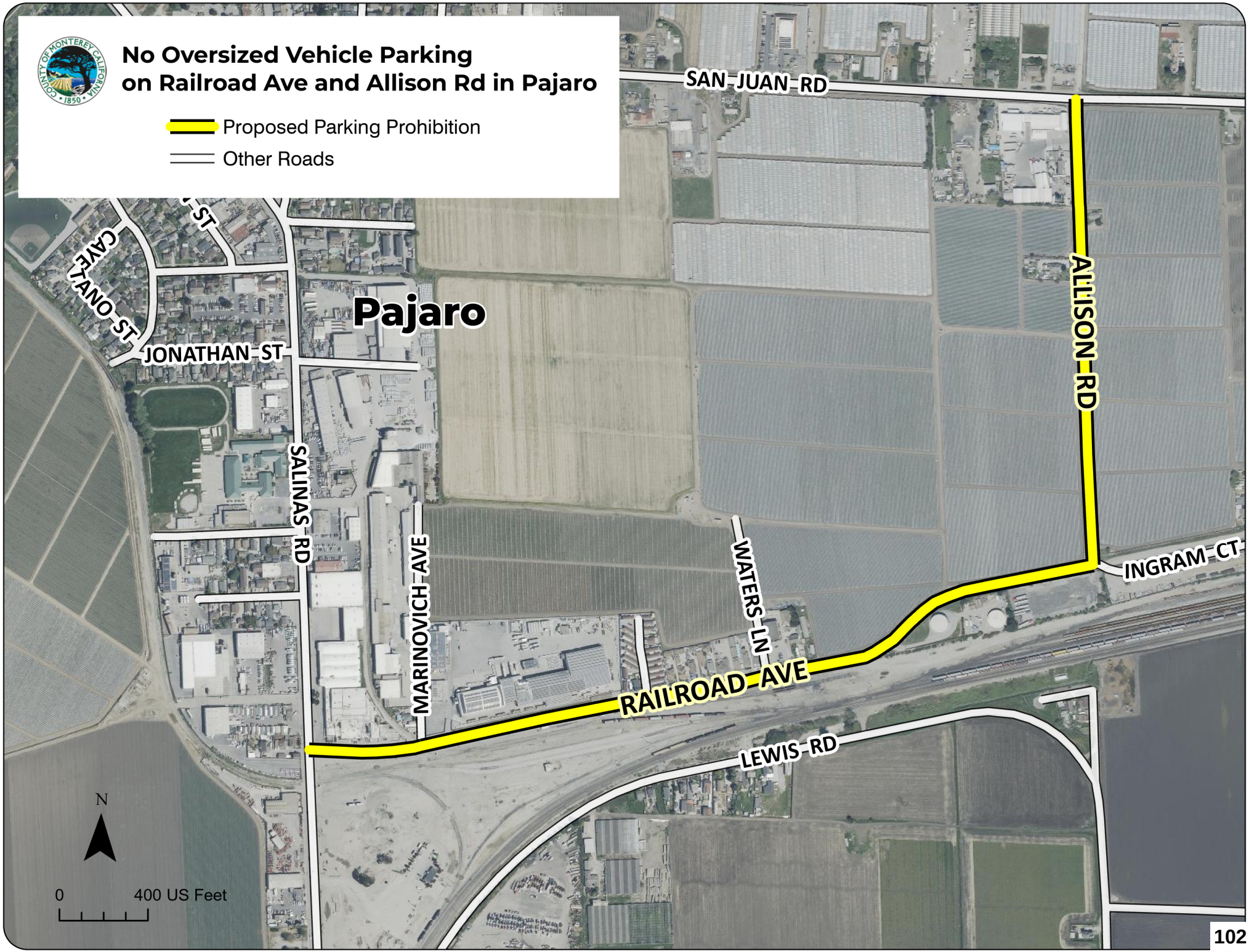
VALERIE RALPH
Clerk of the Board

By: _____
Deputy Margarita Hernandez

APPROVED AS TO FORM:

KELLY L. DONLON
Chief Assistant County Counsel

Attachment C


No Oversized Vehicle Parking
on Railroad Ave and Allison Rd in Pajaro
Proposed Parking Prohibition
Other Roads
SAN JUAN RD
ALLISON RD
Pajaro
CAVE ST
JONATHAN ST
SALINAS RD
MARINOVICH AVE
WATERS LN
INGRAM CT
RAILROAD AVE
LEWIS RD
N
0
400 US Feet

Introduced: 1/27/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate.

County of Monterey

Board Report

Legistar File Number: 26-090

Item No.12

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

April 21, 2026

Introduced: 1/27/2026
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation from Department of Emergency Management and partners, concerning the MOSS 300 site clean-up at the Moss Landing Battery Energy Storage System facility; and
b. Provide direction to staff as appropriate.

County of Monterey

Board Report

Legistar File Number: RES 26-052

Item No.10

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

April 21, 2026

Introduced: 4/8/2026
Version: 1

Current Status: Scheduled PM
Matter Type: BoS Resolution

Public hearing to consider accepting the 2025 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (REF260003) and to consider amending the Condition of Approval and Mitigation Monitoring and Reporting Program to remove the requirement to produce an annual report and extend the window of time for newly hired planners to receive Program training from 60 days to six months (REF260007)

PROJECT INFORMATION:
Planning File Numbers: REF260003 and REF260007
Project Location: Countywide
CEQA Action: Not a Project per California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5)

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt two resolutions to:

a. Accept the 2025 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (Attachment B); and
b. Amend the Condition of Approval and Mitigation Monitoring and Reporting Program to remove the requirement to provide annual reports and extend the window of time for newly hired planners to receive Program training from 60 days to six months (Attachment C with Exhibits).

SUMMARY:
The Condition of Approval and Mitigation Monitoring and Reporting Program (the "COAMMRP" or "Program") was adopted by the Board of Supervisors in 2012 as a result of litigation. The COAMMRP established policies and procedures that the County must follow to ensure compliance with conditions and mitigation applied to projects and to document how the conditions were satisfied. On October 9, 2001, the Board of Supervisors adopted procedures for a Mitigation Monitoring and Reporting Program (Reso. No. 01-391) to reinforce monitoring and tracking mitigation measures in compliance with the California Environmental Quality Act (CEQA). The procedures were substantially revised and adopted as the Program was in 2012, with more amendments in 2014, 2017, 2019, and 2022. Standard procedures include training all staff who administer condition compliance annually and training planners upon hire as well as procedures for elevating non-compliance and making the information about condition compliance activity available to the public. Consistent adherence with the Program and CEQA has led to an end of the court oversight stemming from litigation The current Board of Supervisors Resolution No. 22-311 with attachments, is available on the HCD website's Condition Compliance page.

The Annual Report - The 2025 Annual Report (**Attachment B**) is required to be prepared and presented to the Board of Supervisors at a noticed public hearing pursuant to Section III.E of the Program. The Program requires that the Annual Report include land use projects approved in the prior calendar year that relied on an Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND), as well as certain older, approved subdivision projects ("older projects"). The program further requires that the Conditions of Approval Program Supervisor (CAPS) identify compliance issues on the calendar year projects. As reported in Attachment B, there were no compliance issues. Older projects reported on include those subdivisions with post-Final Map conditions selected by the CAPS for reporting. The criteria for selection of older projects are either (a) the project applicant previously received a land use entitlement for a significant project reliant on an EIR, and in the prior calendar year, the permittee was actively working on condition compliance; or (b) subdivisions that the public has raised concerns about during the prior calendar year that have on-going or unmet conditions after the filing of the final map. (Program, Section II. B.2.)

The 2025 Annual Report contains ten projects:
- Eight projects approved by the County in 2025 that relied on an MND;
- Two older subdivision projects which the CAPS selected for inclusion.

The 2025 Annual Report presents the condition compliance status of these projects in detail. It was found that all conditions of approval and mitigation measures are up to date and, where required, comply with ongoing mitigation measures.

The Annual Report also provides evidence of Program training completed by staff within the Responsible Departments.

Proposed Program amendments - (1) remove annual report requirement and (2) extend window of time before new planners must be trained in the Program.

Standard COAMRP procedures include training staff annually or upon hire and making the information reflecting mitigation and condition compliance available to the public. The County has implemented the Program Annual Report for more than 10 years. In preparing this year's annual report, the HCD Director finally concluded that the Program's ongoing administrative burdens are exceeding its benefits. Such burdens could be reduced by amending the Program without losing the value of the Program's existing best management practices.

The County is obligated to implement and enforce condition compliance, including, but not limited to, CEQA mitigation measures. But the only legal requirement that the County report annually on past condition compliance implementation and mitigation measure status is the one imposed by this Program. The annual report to the Board provides some benefit. However, it is also an unfunded, self-imposed mandate that diverts limited staff resources from other mandated functions. Staff therefore propose eliminating the annual report requirement from the COAMMRP. Such an amendment would not affect either internal HCD procedures or HCD's continuing commitment to enforcing conditions and documenting compliance. All information has been and still would be accessible in the County's online permit database and/or through public records requests.

Additionally, HCD staff propose amending the Program to increase the window of time allowed for newly hired planners before they must attend a Program training. The Program currently requires such training to be accomplished within 60 days of the planner's hire date. HCD proposes changing this window to six months. By ensuring the new planners are ready to absorb the information and implement tasks described in the Program onboarding training, this change would increase the efficiency of the Program without reducing the quality of condition compliance work by staff.

The current Program document, Exhibit A to the COAMMRP Resolution, requires that changes to the administration of the Program be made by Board decision in a publicly noticed hearing. Therefore, the CAPS has prepared a draft Resolution to update the Program text in Exhibit A sections II, *Implementation Responsibilities* and III, *Procedures* **(Attachment C)**. The recommended edits are specified in the discussion section of this staff report.

DISCUSSION:

The following is a brief summary of the staff's use of time on the Annual Report. Each year, HCD-Planning staff who serve as the CAPS creates a list of projects for the annual report and reviews them with County Counsel. Then, the CAPS prepares custom cover letters for use by each Responsible Department (which can alternate from year to year, depending on the location and type of projects approved with mitigation measures in the calendar year). In early January of the following year, the CAPS provides the list and updated documents to each Responsible Department. The Responsible Department staff who administer condition compliance create Certification Reports for each project on the list - irrespective of whether there has been condition compliance activity since the planning project decision. Responsible Department leaders review the Certification Reports and related project condition compliance forms/statuses of projects with their staff and, if all is in order, sign the cover letter. The Responsible Department annual reports are turned in to the CAPS by end of January. Also in January, the CAPS provides technical assistance to all Responsible Department staff, hosting at least two 2-hour Zoom meetings for drop-in help. The CAPS then produces a comprehensive Annual Report for the Board, writes a staff report which is reviewed by the Director, and presents the report to the Board in April. The number of projects in the annual report has varied over the last twelve years - there have been as few as 7 (in 2014) and as many as 32 (in 2021). Depending on the number of projects included in each annual report, the total annual staff time for this process (including all Responsible Department staff activity as well as that of the CAPS) can be up to 200 hours.

Removing annual report activities from the Program would not impact its robust set of defined implementation responsibilities and procedures for mandated condition compliance and mitigation monitoring pursuant to County Code Chapter 16.70. Responsible Department staff would continue to administer condition compliance. Moreover, HCD-Planning have devised an internal procedure to capture the main benefit of the Annual Report, which is oversight of Responsible Department staff condition compliance activity. The CAPS will pull a random sampling of all projects with mitigation measures that are in condition compliance status and check the condition compliance documentation in Accela at least annually. If Condition Compliance Forms are missing or incomplete for the current status of the project, the CAPS shall alert the corresponding Responsible Department leader with suggestions for additional

training and/or oversight.

Generally, the Program will not change, as shown in **Attachment D**. The CAPS will still be a point person for problem solving on condition compliance and training staff. Any project documentation for condition compliance will still be available for download from Accela. Finally, the Public Records Act allows the public the ability to request information on projects and the Program. The only difference is that hundreds of hours of paperwork will be saved and approximately 45 minutes of the Board of Supervisors' time every April will be available for other tasks.

The following proposed edits to the Program remove the requirement to produce an annual report.

1. Delete section II.B.2 from Implementation Responsibilities in its entirety.
2. Delete section III.B.3 from Procedures in its entirety. Delete "Responsible Department's Annual Report and procedure for" from section III.B.6.
3. Delete from section III.G the last sentence, which reads, "The Responsible Departments shall report on the status of these on-going Conditions of Approval as part of the Responsible Department's Annual Report if requested by the CAPS."
4. Delete section III.E in its entirety.
5. Remove Attachment 3 from Exhibit A of the Program document and renumber the remaining attachments in order (1 through 4).

To improve the quality of newly hired planner training, one proposed edit to the Program is as follows in strikethrough/underline.
Modify the last sentence of section III.B.6 as follows: "Additionally, HCD staff shall provide training on the Program requirements to newly hired planners within HCD within ~~60 days~~ six months of the start of their employment."

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel assisted with identification of older projects and review of Certification Reports as one of the Responsible Departments. The County Environmental Health Bureau-Land Use Division participated in ongoing condition compliance and prepared their departmental annual report as one of the Responsible Departments. Public Works, Facilities and Parks participated in review of condition compliance done by previous Parks staff, review of Certification Reports, and signatory for the departmental annual report as one of the Responsible Departments. North County Fire Protection District and Monterey County Regional Fire District prepared their departmental annual report as Responsible Departments.

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.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities

_X_ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Ongoing compliance with County Code Chapter 16.70 and the Program provides the County with accountability for proper management of our land resources. The removal of annual reporting from the Program would reduce paperwork for staff so that these hours can be applied to project review and compliance with the Program in all other respects.

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

Prepared by: Mary Israel, Supervising Planner
Reviewed and Approved by: Craig Spencer, Director

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

Attachment A - Draft Resolution to accept the 2025 Annual Report

Attachment B - Condition of Approval and Mitigation Monitoring and Reporting Program 2025 Annual Report, including:

- Project Summary Chart
- 2025 Responsible Departments' Reports
- Program Training Sign-In Sheets from June 26, 2025 and November 20, 2025

Attachment C - Draft Resolution to amend the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program

- Exhibit A Amended Program and attachments 1-5

Attachment D - Redline version of Exhibit A "County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program," adopted April 19, 2022, demonstrating proposed amendment to the text.

cc: Front Counter Copy; Board of Supervisors; California Coastal Commission; North County Fire Protection District; Monterey County Regional Fire District; Robert Brayer, Deputy County Counsel; Environmental Health Bureau-Land Use; HCD-Engineering Services; HCD-Environmental Services; Craig Spencer, HCD Director; Mary Israel, CAPS; Bryan Flores, Chief of Parks; Christina McGinnis, Keep Big Sur Wild; Richard Rosenthal, Interested Party; Michael Weaver, Interested Party; Laborers International Union of North America (Lozeau Drury LLP); The Open Monterey Project (Molly Erickson); LandWatch; Planning Files REF260003 and REF260007

Introduced: 4/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Public hearing to consider accepting the 2025 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program (REF260003) and to consider amending the Condition of Approval and Mitigation Monitoring and Reporting Program to remove the requirement to produce an annual report and extend the window of time for newly hired planners to receive Program training from 60 days to six months (REF260007)

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Planning File Numbers: REF260003 and REF260007
Project Location: Countywide
CEQA Action: Not a Project per California Environmental Quality Act (CEQA) Guidelines Section 15378(b)(5)

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The Annual Report also provides evidence of Program training completed by staff within the Responsible Departments.

Proposed Program amendments - (1) remove annual report requirement and (2) extend window of time before new planners must be trained in the Program.

Standard COAMRP procedures include training staff annually or upon hire and making the information reflecting mitigation and condition compliance available to the public. The County has implemented the Program Annual Report for more than 10 years. In preparing this year's annual report, the HCD Director finally concluded that the Program's ongoing administrative burdens are exceeding its benefits. Such burdens could be reduced by amending the Program without losing the value of the Program's existing best management practices.

The County is obligated to implement and enforce condition compliance, including, but not limited to, CEQA mitigation measures. But the only legal requirement that the County report annually on past condition compliance implementation and mitigation measure status is the one imposed by this Program. The annual report to the Board provides some benefit. However, it is also an unfunded, self-imposed mandate that diverts limited staff resources from other mandated functions. Staff therefore propose eliminating the annual report requirement from the COAMMRP. Such an amendment would not affect either internal HCD procedures or HCD's continuing commitment to enforcing conditions and documenting compliance. All information has been and still would be accessible in the County's online permit database and/or through public records requests.

Additionally, HCD staff propose amending the Program to increase the window of time allowed for newly hired planners before they must attend a Program training. The Program currently requires such training to be accomplished within 60 days of the planner's hire date. HCD proposes changing this window to six months. By ensuring the new planners are ready to absorb the information and implement tasks described in the Program onboarding training, this change would increase the efficiency of the Program without reducing the quality of condition compliance work by staff.

The current Program document, Exhibit A to the COAMMRP Resolution, requires that changes to the administration of the Program be made by Board decision in a publicly noticed hearing. Therefore, the CAPS has prepared a draft Resolution to update the Program text in Exhibit A sections II, *Implementation Responsibilities* and III, *Procedures* **(Attachment C)**. The recommended edits are specified in the discussion section of this staff report.

DISCUSSION:

The following is a brief summary of the staff's use of time on the Annual Report. Each year, HCD-Planning staff who serve as the CAPS creates a list of projects for the annual report and reviews them with County Counsel. Then, the CAPS prepares custom cover letters for use by each Responsible Department (which can alternate from year to year, depending on the location and type of projects approved with mitigation measures in the calendar year). In early January of the following year, the CAPS provides the list and updated documents to each Responsible Department. The Responsible Department staff who administer condition compliance create Certification Reports for each project on the list - irrespective of whether there has been condition compliance activity since the planning project decision. Responsible Department leaders review the Certification Reports and related project condition compliance forms/statuses of projects with their staff and, if all is in order, sign the cover letter. The Responsible Department annual reports are turned in to the CAPS by end of January. Also in January, the CAPS provides technical assistance to all Responsible Department staff, hosting at least two 2-hour Zoom meetings for drop-in help. The CAPS then produces a comprehensive Annual Report for the Board, writes a staff report which is reviewed by the Director, and presents the report to the Board in April. The number of projects in the annual report has varied over the last twelve years - there have been as few as 7 (in 2014) and as many as 32 (in 2021). Depending on the number of projects included in each annual report, the total annual staff time for this process (including all Responsible Department staff activity as well as that of the CAPS) can be up to 200 hours.

Removing annual report activities from the Program would not impact its robust set of defined implementation responsibilities and procedures for mandated condition compliance and mitigation monitoring pursuant to County Code Chapter 16.70. Responsible Department staff would continue to administer condition compliance. Moreover, HCD-Planning have devised an internal procedure to capture the main benefit of the Annual Report, which is oversight of Responsible Department staff condition compliance activity. The CAPS will pull a random sampling of all projects with mitigation measures that are in condition compliance status and check the condition compliance documentation in Accela at least annually. If Condition Compliance Forms are missing or incomplete for the current status of the project, the CAPS shall alert the corresponding Responsible Department leader with suggestions for additional training and/or oversight.

Generally, the Program will not change, as shown in **Attachment D**. The CAPS will still be a point person for problem solving on condition compliance and training staff. Any project documentation for condition compliance will still be available for download from Accela. Finally, the Public Records Act allows the public the ability to request information on projects and the Program. The only difference is that hundreds of hours of paperwork will be saved and approximately 45 minutes of the Board of Supervisors' time every April will be available for other tasks.

The following proposed edits to the Program remove the requirement to produce an annual report.

1. Delete section II.B.2 from Implementation Responsibilities in its entirety.
2. Delete section III.B.3 from Procedures in its entirety. Delete "Responsible Department's Annual Report and procedure for" from section III.B.6.
3. Delete from section III.G the last sentence, which reads, "The Responsible Departments shall report on the status of these on-going Conditions of Approval as part of the Responsible Department's Annual Report if requested by the CAPS."
4. Delete section III.E in its entirety.
5. Remove Attachment 3 from Exhibit A of the Program document and renumber the remaining attachments in order (1 through 4).

To improve the quality of newly hired planner training, one proposed edit to the Program is as follows in strikethrough/underline.
Modify the last sentence of section III.B.6 as follows: "Additionally, HCD staff shall provide training on the Program requirements to newly hired planners within HCD within ~~60 days~~ six months of the start of their employment."

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel assisted with identification of older projects and review of Certification Reports as one of the Responsible Departments. The County Environmental Health Bureau-Land Use Division participated in ongoing condition compliance and prepared their departmental annual report as one of the Responsible Departments. Public Works, Facilities and Parks participated in review of condition compliance done by previous Parks staff, review of Certification Reports, and signatory for the departmental annual report as one of the Responsible Departments. North County Fire Protection District and Monterey County Regional Fire District prepared their departmental annual report as Responsible Departments.

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.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
_X_ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Ongoing compliance with County Code Chapter 16.70 and the Program provides the County with accountability for proper management of our land resources. The removal of annual reporting from the Program would reduce paperwork for staff so that these hours can be applied to project review and compliance with the Program in all other respects.

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

Prepared by: Mary Israel, Supervising Planner
Reviewed and Approved by: Craig Spencer, Director

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

Attachment A - Draft Resolution to accept the 2025 Annual Report

Attachment B - Condition of Approval and Mitigation Monitoring and Reporting Program 2025 Annual Report, including:

- Project Summary Chart
- 2025 Responsible Departments' Reports
- Program Training Sign-In Sheets from June 26, 2025 and November 20, 2025

Attachment C - Draft Resolution to amend the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program

- Exhibit A Amended Program and attachments 1-5

Attachment D - Redline version of Exhibit A "County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program," adopted April 19, 2022, demonstrating proposed amendment to the text.

cc: Front Counter Copy; Board of Supervisors; California Coastal Commission; North County Fire Protection District; Monterey County Regional Fire District; Robert Brayer, Deputy County Counsel; Environmental Health Bureau-Land Use; HCD-Engineering Services; HCD-Environmental Services; Craig Spencer, HCD Director; Mary Israel, CAPS; Bryan Flores, Chief of Parks; Christina McGinnis, Keep Big Sur Wild; Richard Rosenthal, Interested Party; Michael Weaver, Interested Party; Laborers International Union of North America (Lozeau Drury LLP); The Open Monterey Project (Molly Erickson); LandWatch; Planning Files REF260003 and REF260007

Attachment A

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

Resolution No.

Resolution to accept the 2025 Annual Report	)
pursuant to the County of Monterey Condition of	)
Approval and Mitigation Monitoring and	)
Reporting Program. (2025 Annual Report	)
REF260003/Countywide)	)

WHEREAS, in response to a Settlement Agreement between Ed Leeper, the Save Our Peninsula Committee and the County of Monterey in 2000, the Board adopted procedures for a County of Monterey Mitigation Monitoring and Reporting Program ("Procedures") on October 9, 2001; and

WHEREAS, in response to a 2011 Settlement Agreement in a second lawsuit filed by Save Our Peninsula Committee and with the goal of improving its mitigation monitoring and reporting procedures under CEQA and the ability of the public to review and monitor County's compliance with CEQA and its own procedures, the County adopted the Condition of Approval and Mitigation Monitoring and Reporting Program on January 24, 2012 (Resolution No. 12-021) ("Program"), which replaced the previously adopted Procedures; and

WHEREAS, the Program requires staff to prepare annual reports relating to compliance with mitigation measures, any related code enforcement actions, and any proposed action to modify conditions of approval for land use projects approved in the previous calendar year; and

WHEREAS, the County further amended the Program on December 6, 2014, by Board of Supervisors' Resolution No. 14-364, to improve upon the Program; and

WHEREAS, on February 14, 2017, the Program was again amended by Board of Supervisors' Resolution No. 17-049, to improve upon the Program; and

WHEREAS, on July 23, 2019, the Program was amended by Board of Supervisors' Resolution No. 19-270, to streamline the reporting process and further clarify the Program; and

WHEREAS, the Program, as amended last by Board of Supervisors' Resolution No. 22-311, to align record management within the Program with the updated record management procedures for the Department of Housing and Community Development, is the current Program in effect; and

WHEREAS, Section III.E of the Program requires that the Annual Report be presented to the Board of Supervisors at a noticed public hearing and the notice shall be ten days prior; and

WHEREAS, the 2025 Annual Report is attached to the April 21, 2026 staff report to the Board of Supervisors as Attachment B and is incorporated herein by reference; and

WHEREAS, acceptance of the 2025 Annual Report is not a project under California Environmental Quality Act CEQA Guidelines section 15378(b)(5) because it is an administrative activity that will not result in direct or indirect physical changes in the environment; and

WHEREAS, notice of the April 21, 2026, public hearing at the Board of Supervisors on the Annual Report was published in the *Monterey County Herald* on April 11, 2026, and emailed to interested parties who requested notice of the hearing; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on April 21, 2026 on the 2025 Annual Report, at which time all persons had the opportunity to appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey does hereby accept the 2025 Annual Report pursuant to the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program.

PASSED AND ADOPTED this 21st day of April 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

Attachment B

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2025 ANNUAL REPORT

This annual report provides the status of condition compliance for land use projects approved in 2025 which relied on a CEQA Environmental Impact Report (EIR) or Mitigated Negative Declaration (MND) and the status of condition compliance for selected older, previously approved land use projects.

County of Monterey
Condition of Approval &
Mitigation and
Monitoring Program

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INTRODUCTION

This report is the Annual Report to the Board of Supervisors on the status of compliance with approved Conditions of Approval and Mitigation Monitoring and Reporting Plans for land use projects approved by the County of Monterey in 2025 with an adopted Mitigated Negative Declaration (MND) or certified Environmental Impact Report (EIR) and for a selection of previously approved land use projects.

This report is required to be prepared and presented to the Board of Supervisors pursuant to Section III.E of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program"). Pursuant to Program reporting requirements, the report also includes the following information: any related compliance orders or code enforcement actions undertaken for the projects being reported on; any proposed actions to modify conditions of approval/mitigation measures for these projects; the Responsible Departments' annual reports; and evidence of Program training completed by staff within the Responsible Departments. "Responsible Departments" are those departments that apply, monitor and/or report on status of compliance with approved mitigation measures and conditions of approval of land use projects.

2025 ANNUAL REPORT SUMMARY

Projects Approved in 2025 with an EIR or MND

The County adopted seven project-specific MND for eight projects. These recent projects are currently working towards compliance with their conditions of approval and/or mitigation measures (herein referred to as "COA/MM"). There were no compliance issues described in the certifications from Responsible Departments for these projects in the reporting window of January, 2026 or to date.

RESPONSIBLE DEPARTMENT ABBREVIATION CODES:

Responsible Departments with conditions on a given project are listed in heading of column in the summary table, **Table 1**. Housing and Community Development (HCD) – Engineering Services (representing Public Works)[1] is abbreviated as PW; HCD-Planning as PLN; HCD-Environmental Services as ES; County Environmental Health Bureau as EHB; County Counsel-Risk Management as CC-RM; the Fire Districts are shortened to "Fire" and County Parks is shortened to "Parks." In 2018, Environmental Services assumed the development review responsibilities of Water Resources Agency, so both types of conditions of approval are listed below as "ES."

[1] In November 2020, the County Resource Management Agency (RMA) was split into two new County departments, respectively entitled Housing and Community Development (HCD) and Public Work, Facilities and Parks (PWFP). As part of the division of RMA into two departments, a portion of the former RMA-Public Works staff that conduct development review was assigned to the newly-formed Housing and Community Development Department. That team is called "HCD-Engineering Services (representing Public Works)." That team prepared the Responsible Department Annual Report for the Public Works conditions of approval on land use project permits.

TABLE 1. SUMMARY TABLE 2025 PROJECTS

#	2025 Projects	Project Description	Decision Making Body, Resolution	Cond Comp Project Manager	CEQA	Responsible Departments
1	PLN210306 CARMEL SELF STORAGE INVESTMENTS LLC	Combined Development Permit consisting of: a) Use Permit for a 68,760 square foot two-story self-storage facility with an office and bathroom (5 buildings); b) Administrative Permit and Design Approval for development in the Site Plan Review and Design Control district overlays; and c) Use Permit to allow development within 200 feet of the Carmel River top of bank; project includes the removal of one oak tree; The property is located at the terminus of Center Street near the Berwick Drive intersection, Carmel Valley (APN 169-131-024-000), Carmel Valley Master Plan	Planning Commission Reso. No. 25 -004	Mary Israel	MND	CC-RM, EHB, ES, PLN, PW
2	PLN210174 MYHRE ARVID J TR ET AL (AERA ENERGY LLC/ CALIFORNIA RESOURCES CORPORATION	General Development Plan and Combined Development Permit consisting of: a. Use Permit to allow construction of an approximately 35.5-acre 11 megawatt alternating current solar photovoltaic facility and associated site improvements; and b. Use Permit to allow development on slopes exceeding 25 percent. 66880 Sargents Road, San Ardo (APN 423-081-019-000), South County Area Plan	Planning Commission Reso. No. 25-001	Kayla Nelson	MND	CC-RM, EHB, ES, PLN
3	PLN210331 REYNOLDS JON Q. TR. ET. AL.	Combined Development Permit consisting of: a. Coastal Administrative Permit and Design Approval to allow construction of a 1,056	Planning Commission Reso. No. 25-024	Summer Obledo for Joseph Alameda	MND	CC-RM, PLN, PW

		square foot detached accessory dwelling unit; b. Coastal Development Permit for a Lot Line Adjustment to merge three legal lots of record into one 36,914 square foot lot; c. Coastal Development Permit for development within 750 feet of archaeological resources; and d. Coastal Development Permit for development within 100 feet of environmentally sensitive habitat area. 26489 Scenic Road & 26454 Carmelo Street, Carmel (APNs: 009-471-014-000, 009-471-025-000, and 009-471-026-000), Carmel Area Land Use Plan, Coastal Zone				
4	PLN220229 BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS	Combined Development Permit consisting of: a) Coastal Administrative Permit to allow construction of a split-level 2,676 square foot single-family dwelling with a 516 square foot attached carport and 471 square foot deck, and associated site improvements; b) Coastal Administrative Permit to allow construction of a 414 square foot detached guesthouse with a 133 square foot covered porch, an attached 507 square foot workshop, and a 415 square foot garage; c) Coastal Development Permit to allow development within 100 feet of Environmentally Sensitive Habitat Areas (Pajaro manzanita and Oak woodland); d) Coastal Development Permit to allow the removal of	Planning Commission Reso. No. 25-020	Mary Israel	MND	CC-RM, EHB, ES, FIRE, PLN, PW,

		17 Coast live oak trees, including 1 landmark tree; e) Coastal Development Permit to allow development on slopes in excess of 25%; 827 Elkhorn Road, Royal Oaks (APN 181-151-009-000), North County Land Use Plan, Coastal Zone				
5	PLN240187 BOCCONE, NORMAN B & VICTORIA E IGEL CO-TRS AND ELKHORN SLOUGH FOUNDATION	Lot Line Adjustment between three legal lots of record, consisting of Parcel A (approximately 18.17 acres; APN 181-151-009-000), Parcel B (approx. 286.05 acres; APN 181-011-022-000), and Parcel C (approx. 4.58 acres; APN 181-151-008-000), resulting in three parcels of 13.53 acres (Adjusted Parcel A), 290.14 acres (Adjusted Parcel B), and 5.13 acres (Adjusted Parcel C). 827 and 695 Elkhorn Road and unassigned address on Elkhorn Road, North County Land Use Plan Coastal Zone	Planning Commission Reso. No. 25-019	Mary Israel	MND shared w/ Project No. 4	CC-RM, PLN
6	PLN210061 JOHNSON HAL W JR & ALLISON H	Combined Development Permit consisting of a: a. Coastal Administrative Permit and Design Approval to allow construction of: a, 3,525 square foot single-family residence, inclusive of a 244 square foot single-car garage; and associated site improvements, including 700 cubic yards of cut and 390 cubic yards of fill, resulting in net cut of 310 cubic yards; an auto-court, a patio area, an emergency fire access stairway, tiered retaining walls, paving the access road leading to the site, and utility improvements including a septic tank, centralized water quality treatment for Highway 1 Water Distribution System	Planning Commission Reso. No. 25-013	Kayla Nelson for Phil Angelo	MND	CC-RM, PLN, PW

		#12, and approximately 400 lineal feet of sewer line; b. Coastal Development Permit to allow development within 50 feet of a coastal bluff; c. Coastal Development Permit to allow removal of four trees, including three Monterey cypress and one Monterey pine; d. Coastal Development Permit to allow 3,095 square feet of development on slopes in excess of 30%; e. Coastal Development Permit to allow development within 750 feet of known archaeological resources 226 Highway 1, Carmel (APNs: 241-182-003-000, 241-182-004-000 and 241-182-005-000, and 241-182-006-000) Carmel Area Land Use Plan				
7	PLN210158 PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL	Standard Subdivision Tentative Map to allow division of a 378.19-acre parcel and 38.54-acre parcel under Williamson Act Agricultural Preserve Land Conservation Contract No. 73-12, and a 5.76-acre parcel not under contract into six parcels ranging in size from Parcel A consisting of 11.08 acres, Parcel B consisting of 42.52 acres, Parcel C consisting of 69.30 acres, Parcel D consisting of 88.27 acres, Parcel E consisting of 40.04 acres and Remainder Parcel F consisting of 174.49 acres, respectively; 800 and 808 River Road, Salinas (APNs: 167-031-003-000, 416-461-037-000, and 416-441-015-000) Toro Area Plan, Agricultural Winery Corridor Plan	Board of Supervisors Reso. No. 25-309	Kayla Nelson	MND	CC-RM, EHB, Parks, PLN, PW

8	PLN200316 WILKINS JOHN D. & BUSHRA	Design Approval to allow construction of a 2,341 square foot one-story single family dwelling with an attached 738 square foot, two-car garage, a 575 square foot Accessory Dwelling Unit with associated site improvements; colors and materials are proposed as beige colored stucco body, dark bronze windows and doors and beige/gray stone veneer accents, with charcoal gray composite shingle roofing; and Use Permit for removal of 25 Monterey Pine and 4 Coast Live oak trees. Development requires 550 cubic yards of grading within 100 environmentally sensitive habitat. 2901 Bird Rock Road, Pebble Beach (APN: 007-661-005-000) Greater Monterey Peninsula Area Plan	Zoning Administrator Reso. No. 25-032	Mary Israel	MND	PLN, PW

<u>Selected Older Projects</u>

9	PLN110173-AMD1 Carmel Reserve LLC	1)Amend September Ranch Combined Development Permit (Board of Supervisors' Resolution No. 10-312) (PLN110173/PLN050001)) Condition of Approval Nos. 40, 78, 97, 107, 108, 109, 120 (non-mitigation measure conditions), and 157, 158 (transportation and circulation mitigation measures) and adding three new conditions of approval to a) modify the subdivision's water treatment location and b) allow two-way channelization at the entrance intersection; and 2) Approve Amendment No. 2 to the Subdivision Improvement	Board of Supervisors Reso. No. 23-123	Mary Israel	EIR with Adden-dum	EHB, ES, FIRE, PLN, PW

		Agreement for the ONE Carmel Subdivision (September Ranch), including references to updated improvement plans; authorize the Chair to execute the agreement amendment.				
10	PC07703/ PC07704 Pasadera /Bishop Ranch	COA 155 (Annual Water Report) of Combined Development Permit consisting of 1) standard subdivision Vesting Tentative Map to allow division of a 564.7-acre parcel into 254 parcels consisting of 160 single parcels averaging 2.19 acres in size, 8.25 acres of 38 low and moderate level affordable housing units, 17.13 acres of 55-unit townhouse development and 179 acres for an 18 hole golf course; 2) Use Permit for expansion of a wastewater treatment plant, 3) Use Permit for golf course, 4) Design Approval for Bishop Ranch subdivision, and PC007703 is the Amendment to the Greater Monterey Peninsula Area Plan from Rural Density Residential 10 acre limit to and Public/Quasi Public zoning districts to Low Density Residential 2 acre/unit and Commercial zoning. APNs 173-071-053-000, 173-071-044-000, and 173-071-045-000. Greater Monterey Peninsula Area Plan, Laguna Seca Area	Board of Supervisors Reso. No. 95-574/95-415	Luis Rodriguez	EIR	ES

Pursuant to Section III.E.2 of the Program, the Condition of Approval Supervisor ("CAPS"), in consultation with County Counsel, has chosen to report on a selected older subdivision project. The project was chosen because it has ongoing reporting requirements for a subdivision, and it came to the attention of the CAPS that the subdivision had been sold to new ownership. Environmental Services administer the ongoing

monitoring condition of approval. Their Certification Report for PC07703/PC07704 Pasadera /Bishop Ranch is within their Responsible Department Annual Report.

A member of the public requested that "September Ranch subdivision" be included in the 2025 Annual Report. They expressed concern because they did not find the grading permit (21CP02316) to align with the entitled project. The current planning permit for September Ranch subdivision is PLN110173-AMD1. The current owners have renamed the subdivision ONE Carmel. It has ongoing post-Final Map conditions of approval, and the statuses of the conditions are consistent with the status of the subdivision's build out. The CAPS reviewed the grading permit, as did all other reviewing departments, prior to issuance and updated condition statuses appropriately. HCD also monitored the grading during activity for compliance with the BMPs identified in the permit.

RESPONSIBLE DEPARTMENTS' ANNUAL REPORTS

Pursuant to Section II.B.2 of the Program, each Responsible Department that applied COA/MM for projects on the 2025 Annual Project List (as described above) completed a Responsible Department's Annual Report. The Responsible Departments include:

- Housing and Community Development (HCD) – Engineering Services (representing Public Works)
- HCD - Environmental Services
- HCD – Housing
- HCD – Planning
- Monterey County Department of Public Works, Facilities and Parks – Parks
- County Counsel-Risk Management
- Environmental Health Bureau – Land Use
- Monterey County Regional Fire District
- North County Fire Protection District

The Responsible Departments' Annual Reports are included below and provide the following documentation:

1) A signed memo from the department head or his/her designee, verifying compliance with the Program;
2) The 2025 Project List for the department; and
3) The Responsible Department's Condition Compliance Certification Reports, certifying and verifying the status of each COA/MM being reported on.

COUNTY COUNSEL & RISK MANAGEMENT 2025 REPORT

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
CRAIG W. SPENCER, DIRECTOR

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025
co.monterey.ca.us

RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: January 27, 2026

To: Melanie Beretti, AICP, Chief of Planning

From: Robert I. Brayer, Deputy County Counsel

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors Resolution No. 22-311, a list of land use projects (the "Project List") was provided to the Office of the County Counsel. The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning on the projects included in the project list to verify the status of condition compliance. County Counsel staff reviewed the Project List and confirmed that the set included in **Attachment 1** is complete for County Counsel and Risk Management's responsibility to the Program in 2025. Condition Compliance Certification Reports included in **Attachment 2** provides the listed projects' conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, County Counsel staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION

On behalf of Monterey County Office of the County Counsel, I hereby certify that the County Counsel/Risk Management COA/MMs identified in the adopted Mitigated Negative Declaration or certified Environmental Impact Report pursuant to the California Environmental Quality Act for the projects included in the Project List have been verified as indicated in the attached Condition Compliance Certification Reports. All applicable Condition Compliance Forms (CCFs) and supporting documentation have been submitted into the County's electronic database: Accela Automation, also known as "Accela" and are available for the public to review.

Respectfully,

/s/ Robert I. Brayer

Robert I. Brayer, Deputy County Counsel

Annual Report Project Number	Planning Project ID	Project Name	CC/RM
1	PLN210306	Carmel Self Storage	●
2	PLN210174	Mayhre	●
3	PLN210331	Reynolds	●
4	PLN220229	Boccone & Igel	●
5	PLN240187	Boccone & Igel & Elkhorn Slough Fndn	●
6	PLN210061	Johnson	●
7	PLN210158	Pedrazzi	●
8	PLN200316	Wilkins	
	OLDER SUBDIVISION PROJECTS		
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	

Condition Compliance Certification Report

PLN210306

SELF STORAGE INVESTMENTS LLC (FORMERLY KAMINSKE ROY & CURRIER CHRISTO

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
18.	CC01 INDEMNIFICATION AGREEMENT	Met		MI

Condition Compliance Certification Report

PLN210174

HRE ARVID J TR ET AL (CALIFORNIA RESOURCE CORPORATION AND AERA ENERGY LI

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
8.	CC01 INDEMNIFICATION AGREEMENT	Not Met	staff has not received signed documents from applicant	MI

Condition Compliance Certification Report

PLN210331

REYNOLDS JON Q TR ET AL

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
12.	CC01 INDEMNIFICATION	On-Going		*MI*

Condition Compliance Certification Report

PLN220229

BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
8.	CC01 INDEMNIFICATION AGREEMENT	On-Going		*MI*

Condition Compliance Certification Report

PLN240187

OCCONE NORMAN B & VICTORIA E IGEL CO-TRS AND ELKHORN SLOUGH FOUNDATIO

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
6.	CC01 INDEMNIFICATION	On-Going		*MI*

Condition Compliance Certification Report

PLN210061

HAL W JR & ALLISON H AND 230 HIGHWAY 1 CARMEL LLC AND HIBBS RICHARD N & ME

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
23.	CC01 INDEMNIFICATION	On-Going		*MI*

Condition Compliance Certification Report

PLN210158

PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
14.	CC01 INDEMNIFICATION	On-Going		*MI*

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

County Counsel-Risk Management

Condition	Condition Title	Status	Status Comment	Staff Initial
9.	CC01 INDEMNIFICATION AGREEMENT	Met		*MI*

HCD-ENGINEERING SERVICES 2025 REPORT

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
CRAIG W. SPENCER, DIRECTOR

1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025
co.monterey.ca.us

RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: 01/26/2026

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Armando Fernandez, Senior Civil Engineer, HCD – Engineering Services

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to Engineering Services. The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. Engineering Services staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies Engineering Services' responsibility to the Program in 2024. Condition Compliance Certification Reports included in **Attachment 2** provides the listed projects' conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, Engineering Services staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION

On behalf of County of Monterey HCD-Engineering Services and PWFP – Public Works, I hereby certify that the Public Works COA/MMs identified in the adopted Mitigated Negative Declarations or certified Environmental Impact Report pursuant to the California Environmental Quality Act for the projects included in the Project List have been verified as indicated in the attached Condition Compliance Certification Reports. All applicable Condition Compliance Forms (CCFs) and supporting documentation have been submitted into the County's electronic database: Accela Automation, also known as "Accela" and are available for the public to review.

Respectfully,

Armando Fernandez

Armando Fernandez, Senior Civil Engineer, HCD – Engineering Services

ALL Annual Report Project Number	Planning Project ID	Project Name	Engineering Services ("PW")
1	PLN210306	Carmel Self Storage	●
2	PLN210174	Mayhre	
3	PLN210331	Reynolds	●
4	PLN220229	Boccone & Igel	●
5	PLN240187	Boccone & Igel & Elkhorn Slough Fndn	
6	PLN210061	Johnson	●
7	PLN210158	Pedrazzi	●
8	PLN200316	Wilkins	●
	OLDER SUBDIVISION PROJECTS		
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	

Condition Compliance Certification Report

PLN210306

SELF STORAGE INVESTMENTS LLC (FORMERLY KAMINSKE ROY & CURRIER CHRISTO

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
4.	PW0001 – FRONTAGE IMPROVEMENTS	Not Met		B A
5.	PW0005 – DRIVEWAY IMPROVEMENTS	Not Met		B A
6.	PW0006 - CARMEL VALLEY	Not Met		B A
7.	PW0043 - REGIONAL DEVELOPMENT IMPACT FEE	Not Met		B A
30.	PW0031 – BOUNDARY SURVEY	Not Met		B A
31.	PW0044 - CONSTRUCTION MANAGEMENT PLAN	Not Met		B A

Condition Compliance Certification Report

PLN210331

REYNOLDS JON Q TR ET AL

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
9.	PW0043 - REGIONAL DEVELOPMENT IMPACT FEE	Met		B A
10.	PW0044 - CONSTRUCTION MANAGEMENT PLAN	Not Met	CMP CORRECTION ISSUED UNDER 25CP01799	B A
11.	PW0045 – COUNTYWIDE TRAFFIC FEE	Met		B A

Condition Compliance Certification Report

PLN220229

BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
4.	PW0043 - REGIONAL DEVELOPMENT IMPACT FEE	Met		B A
5.	PW0045 – COUNTYWIDE TRAFFIC FEE	Met		B A

Condition Compliance Certification Report

PLN210061

HAL W JR & ALLISON H AND 230 HIGHWAY 1 CARMEL LLC AND HIBBS RICHARD N & ME

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
24.	PW0031 – BOUNDARY SURVEY	Not Met		B A
25.	PW0043 - REGIONAL DEVELOPMENT IMPACT FEE	Not Met	INVOICED UNDER 22CP03857	B A
26.	PW0044 - CONSTRUCTION MANAGEMENT PLAN	Met		B A
27.	PW0045 – COUNTYWIDE TRAFFIC FEE	Not Met	INVOICED UNDER 22CP03857	B A

Condition Compliance Certification Report

PLN210158

PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
16.	PWSP01 - NON-STANDARD	Not Met		B A

Condition Compliance Certification Report

PLN200316

WILKINS JOHN D & BUSHRA

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
7.	PW0043 - REGIONAL DEVELOPMENT IMPACT FEE	Not Met		B A
8.	PW0044 - CONSTRUCTION MANAGEMENT PLAN	Not Met		B A
9.	PW0045 – COUNTYWIDE TRAFFIC FEE	Not Met		B A

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
73.	PW0018 - ROUGH GRADING FOR SLOPE	Partially Met	Partially met for Phase1a.	B A
74.	PW0026 - PLANTING FOR GRADED AREAS	Partially Met	Partially met for Phase1a.	B A
75.	PWSP002-GRADING (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
76.	PWSP003-UTILITIES (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
77.	PWSP006-TRANSIT STOP (NON-STANDARD CONDITION)	Met		B A
78.	PWSP007- FRONTAGE IMPROVEMENTS (NON-STANDARD CONDITIONS)	Partially Met	This condition is not applicable to Phase 1a.	B A
79.	PWSP016 - UTILITIES (NON-STANDARD CONDITION)	Partially Met	This condition is not met for Phase1a.	B A
80.	PWSP017 - PAYMENT OF FEES (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
81.	PWSP008 - MAP/PLAN SUBMISSION (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
82.	PWSP018 - NATURAL DRAINAGE EASEMENTS (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
83.	PWSP015 - MAINTENANCE (NON-STANDARD CONDITION)	Partially Met	This condition is not met for Phase1a.	B A
84.	PWSP009-CROSS SECTIONS (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
85.	PW0020 - PRIVATE ROADS	Partially Met	Partially met for Phase1a.	B A
86.	PW0021 - ROAD NAMES	Partially Met	Partially met for Phase1a.	B A
87.	PWSP019 - ROADWAYS (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase1a.	B A
88.	PWSP004-TAMC (NON-STANDARD CONDITION)	Partially Met	Partially Met for Phase 1a	B A
89.	PWSP005-DRAINAGE PLAN (NON-STANDARD CONDITION)	Partially Met	Partially Met for Phase1a.	B A
90.	PWSP010-SIGNS (NON-STANDARD CONDITION)	Met		B A
91.	PWSP026 - CONSTRUCTION LOGISTICS PLAN (NONSTANDARD CONDITION)	Partially Met	This condition is not met for Phase1a.	B A
92.	PW0023 - IMPROVEMENT PLANS	Partially Met	Partially Met for Phase 1a.	B A

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Public Works Department

93.	PWSP023 - HOMEOWNERS ASSOCIATION (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase 1a.	B A
94.	PWSP024 - HOMEOWNERS ASSOCIATION OMP (NON-STANDARD CONDITION)	Partially Met	This condition is not met for Phase 1a.	B A
95.	PWSP025 - HOMEOWNERS ASSOCIATION OMP (NON-STANDARD CONDITION)	Partially Met	This condition is not met for Phase 1a.	B A
96.	PW0032 - AS BUILT PLANS	Partially Met	This condition is not met for Phase 1a.	B A
97.	PWSP012 - FRONTAGE IMPROVEMENTS (NON-STANDARD CONDITIONS)	Partially Met	This condition is not met for Phase 1a.	B A
98.	PWSP021 - CARMEL AREA WASTEWATER DISTRICT (NON-STANDARD CONDITION)	Met		B A
99.	PWSP022 - SEWER SYSTEM IMPROVEMENTS (NON-STANDARD CONDITION)	Partially Met	Partially met for Phase 1a.	B A
151.	MITIGATION MEASURE (4.6-1) TRANSPORTATION AND CIRCULATION	Partially Met	This condition is not met for Phase 1a.	B A
152.	MITIGATION MEASURE (4.6-2) TRANSPORTATION AND CIRCULATION	Partially Met	This condition is not applicable to Phase 1a.	B A
153.	MITIGATION MEASURE (4.6-3) TRANSPORTATION AND CIRCULATION	Partially Met	Partially met for Phase 1a.	B A
154.	MITIGATION MEASURE (4.6-4) TRANSPORTATION AND CIRCULATION	Partially Met	This condition is not applicable to phase 1a.	B A
155.	MITIGATION MEASURE (4.6-5) TRANSPORTATION AND CIRCULATION	Partially Met	This condition is not applicable to Phase 1a.	B A
156.	MITIGATION MEASURE (4.6-6) TRANSPORTATION AND CIRCULATION	Partially Met	Phase 1a Construction of improvements has not started.	B A
157.	MITIGATION MEASURE (4.6-7) TRANSPORTATION AND CIRCULATION	Partially Met	This condition is not applicable to Phase 1a.	B A
158.	MITIGATION MEASURE (4.6-8) TRANSPORTATION AND CIRCULATION	Partially Met	This condition is not applicable to Phase 1a.	B A
190.	MITIGATION MEASURE (5-1) CUMULATIVE IMPACTS - TRANSPORTATION & CIRCULATION	Partially Met	This condition is not met for Phase 1a.	B A
194.	PWSP001- CVTIP Fund	Not Met	This condition is not applicable to Phase 1a.	B A

ENVIRONMENTAL HEALTH BUREAU – LAND USE 2025 REPORT

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
CRAIG W. SPENCER, DIRECTOR

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RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: **January 22, 2026**

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Connor Cappi, Environmental Health Specialist IV, EHB

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program"), adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to the Environmental Health Bureau (EHB). The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. EHB staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies the Bureau's responsibility to the Program in 2025. Condition Compliance Certification Reports included in **Attachment 2** provides the listed projects' conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in the County's electronic database, Accela Automation. Accordingly, Bureau staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION
On behalf of the County of Monterey Environmental Health Bureau, I hereby certify that the Environmental Health COA/MMs identified in the adopted Mitigated Negative Declaration or certified Environmental Impact Report pursuant to the California Environmental Quality Act for the projects included in the Project List have been verified as indicated in the attached Certification Reports. All applicable Condition Compliance Forms (CCFs) and supporting documentation have been submitted into Accela Automation and are available for the public to review.

Respectfully,

Connor Cappi, Environmental Health Specialist IV, Environmental Health Bureau

Condition Compliance Certification Report

PLN210174

HRE ARVID J TR ET AL (CALIFORNIA RESOURCE CORPORATION AND AERA ENERGY LI

Health Department

Condition	Condition Title	Status	Status Comment	Staff Initial
5.	EHSP01 – VALLEY FEVER MANAGEMENT PLAN	Not Met		CO

Condition Compliance Certification Report

PLN220229

BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS

Health Department

Condition	Condition Title	Status	Status Comment	Staff Initial
6.	EHSP01 – AMEND PUBLIC WATER SYSTEM PERMIT	Met		CO

Condition Compliance Certification Report

PLN210158

PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL

Health Department

Condition	Condition Title	Status	Status Comment	Staff Initial
9.	EHSP04 - DEED RESTRICTION / MAP RECORDATION - AGRICULTURAL SUBDIVISIONS: ONSITE WASTEWATER DISPOSAL (NON-STANDARD)	Not Met		CC
10.	EHSP03- DEED RESTRICTION / MAP RECORDATION – AGRICULTURAL SUBDIVISIONS: WATER (NON-STANDARD)	Not Met		CC
11.	EHSP05 – NEW WATER SYSTEM PERMIT APPLICATION	Not Met		CC
12.	EHSP02 - WELL LOTS/WATER SYSTEM EASEMENTS	Not Met		CC
13.	EHSP01 - DEED RESTRICTION AND INSTALLATION OF CHLORINATOR ON WELL	Not Met		CC

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Health Department

Condition	Condition Title	Status	Status Comment	Staff Initial
107.	EHSP01 – WATER SYSTEM PERMIT (NON-STANDARD CONDITION)	Not Applicable		CC
108.	EHSP02 – WATER SYSTEM IMPROVEMENTS: STATE PERMITTED SYSTEM (NON-STANDARD CONDITION)	Partially Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV Plans received for Phase1A only; Comprehensive water distribution system plans for	CC
109.	EHSP04 – FIRE FLOW STANDARDS (NON-STANDARD)	Met	January 15, 2026: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV	CC
110.	EH5 - INSTALL /BOND WATER SYSTEM IMPROVEMENTS	Not Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV	CC
111.	EHSP003 - WELL CONSTRUCTION PERMIT (NON-STANDARD CONDITION)	Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV MET for all phases.	CC
112.	EHSP004 - WELL LOTS (NON-STANDARD CONDITION)	Not Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV	CC

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Health Department

113.	EHSP010 - ABANDON EXISTING ONSITE WASTEWATER TREATMENT SYSTEM(S) (NON-STANDARD CONDITION)	Partially Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV Condition is not applicable to Phase 1A.	CC
114.	EHSP005 SEWER SERVICE CAN/WILL SERVE (NON-STANDARD CONDITION)	Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV MET for all phases.	CC
115.	EH 25 - INSTALL/BOND SEWER SYSTEM IMPROVEMENTS	Partially Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV Condition is met for Phase 1. This condition shall be fully met prior to recordatio	CC
116.	EHSP006 - SEWER SYSTEM IMPROVEMENTS (NON-STANDARD CONDITION)	Partially Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV Condition MET for Phase 1 and PARTIALLY MET for Phase 1A.	CC
117.	EHSP007 - ANIMAL MANURE (NON-STANDARD CONDITION)	On-Going	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV Condition is MET for phase 1. Condition status will remain on-going.	CC

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Health Department

118.	EHSP008 - CAPITAL IMPROVEMENT FUND FOR MUTUAL WATER COMPANY (NON-STANDARD CONDITION)	Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV MET for all phases	CC
119.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	CC
120.	EHSP009 - ARTICLES OF INCORPORATION (NON-STANDARD)	Not Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV	CC
195.	EHSP03 –MEMORANDUM OF UNDERSTANDING (NON-STANDARD)	Partially Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV	CC
196.	EHSP05 – WATER DISTRIBUTION SYSTEM EASEMENTS (NON-STANDARD)	Not Met	January 15, 2025: Phase 1A final map with resubmitted dated of December 23, 2025 is currently under review in planning project file number PLN230256. -Connor Cappi, EHS IV	CC

HCD-ENVIRONMENTAL SERVICES 2025 REPORT

COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

CRAIG W. SPENCER, DIRECTOR

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RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: 01/26/26

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Josh Bowling, Chief of Building Services

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to Environmental Services. The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. Environmental Services staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies the team's responsibility to the Program in 2025. Condition Compliance Certification Reports included in **Attachment 2** provides the listed projects' conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, Environmental Services staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION

On behalf of County of Monterey HCD – Environmental Services, I hereby certify that the Environmental Services and Water Resources Agency COA/MMs identified in the adopted Mitigated Negative Declaration or certified Environmental Impact Report pursuant to the California Environmental Quality Act for the projects included in the Project List have been verified as indicated in the attached Condition Compliance Certification Reports. All applicable Condition Compliance Forms (CCFs) and supporting documentation have been submitted into the County's electronic database: Accela Automation, also known as "Accela" and are available for the public to review.

Respectfully,

Josh Bowling, Chief of Building Services

Annual Report Project Number	Planning Project ID	Project Name	ES
1	PLN210306	Carmel Self Storage	●
2	PLN210174	Mayhre	●
3	PLN210331	Reynolds	
4	PLN220229	Boccone & Igel	
5	PLN240187	Boccone & Igel & Elkhorn Slough Fndn	
6	PLN210061	Johnson	
7	PLN210158	Pedrazzi	
8	PLN200316	Wilkins	
	OLDER SUBDIVISION PROJECTS		
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	●

Condition Compliance Certification Report

PLN210306

SELF STORAGE INVESTMENTS LLC (FORMERLY KAMINSKE ROY & CURRIER CHRISTO

Environmental Services

Condition	Condition Title	Status	Status Comment	Staff Initial
8.	STORMWATER CONTROL REPORT & PLAN (PR2-4)	Met		LP
9.	CALIFORNIA CONSTRUCTION GENERAL PERMIT	Not Met		LP
10.	FIELD VERIFICATION OF POST-CONSTRUCTION STORMWATER CONTROL MEASURES (PR2-4)	Not Met		LP
11.	MAINTENANCE AGREEMENT (PR2-4)	Not Met		LP
12.	OPERATION & MAINTENANCE PLAN (PR2-4)	Not Met		LP

Condition Compliance Certification Report

PLN210174

HRE ARVID J TR ET AL (CALIFORNIA RESOURCE CORPORATION AND AERA ENERGY LI

Environmental Services

Condition	Condition Title	Status	Status Comment	Staff Initial
4.	CALIFORNIA CONSTRUCTION GENERAL PERMIT	Not Met		LP

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Environmental Services

Condition	Condition Title	Status	Status Comment	Staff Initial
40.	CONNECTION TO CAL-AM FOR TREATMENT	Partially Met	Phase 1A final map is under review. CC&Rs are being updated per the amended conditions.	LP
121.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	LP
122.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	LP
123.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	LP
124.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	LP
125.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	LP
126.	WRSP005 - DRAINAGE PLAN (NON-STANDARD CONDITION)	Met	HCD-Environmental Services approved the drainage plan and supporting calculations for Phase I. This condition is Met for Phase I.	LP
127.	WRSP008 - COMPLETION CERTIFICATION (NON-STANDARD CONDITION)	Partially Met	This condition is Partially Met for Phase I of final map.	LP

Condition Compliance Certification Report

PC07704

BISHOP RANCH SUBDIVISION (PASADERA SUBDIVISION)

Environmental Services

Condition	Condition Title	Status	Status Comment	Staff Initial
155.	155(B) -- ANNUAL WATER USE REPORT-GOLF COURSE IRRIGATION DEMAIND	On-Going	MONITORING REPORTS ARE CURRENT	LP

FIRE DISTRICTS
2025 REPORTS

COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

CRAIG W. SPENCER, DIRECTOR

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RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: **1/20/2026**

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Rick Magno, Deputy Fire Marshal

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to Monterey Regional Fire District (MRFD). The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. MRFD staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies the District's responsibility to the Program in 2025. The Condition Compliance Certification Report included in **Attachment 2** provides the listed project's conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, District staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION

On behalf of County of Monterey MRFD, I hereby certify that the Fire COA/MMs identified in the adopted Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the project included in the Project List have been verified as indicated in the attached Condition Compliance Certification Report. As the COA is still in the status of "not met," no Condition Compliance Form (CCF) with supporting documentation has been submitted into the County's electronic database: Accela Automation, also known as "Accela" to date.

Respectfully,

__/s/*Rick Magno*_____
Rick Magno, Deputy Fire Marshal

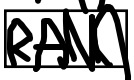
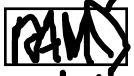
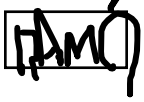
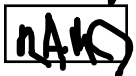
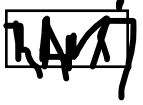
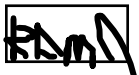
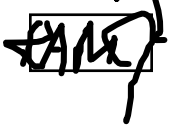
Annual Report Project Number	Planning Project ID	Project Name	MCRFD
1	PLN210306	Carmel Self Storage	
2	PLN210174	Mayhre	
3	PLN210331	Reynolds	
4	PLN220229	Boccone & Igel	
5	PLN240187	Boccone & Igel & Elkhorn Slough Fndn	
6	PLN210061	Johnson	
7	PLN210158	Pedrazzi	
8	PLN200316	Wilkins	
	OLDER SUBDIVISION PROJECTS		
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Fire

Condition	Condition Title	Status	Status Comment	Staff Initial
49.	PBD001 - ANNEX TO FIRE DISTRICT	Met	Prior to Recording Phase 1A of Final Map the Owner/Applicant shall submit an application to LAFCO for annexation. Prior to Recording Phase 1Aof Final Map the Owner/Applicant shall submit to the Planning Department and Fire shall work with LAFCO to process	
50.	FIRE001 - ROAD ACCESS	Partially Met	Met for Phase 1A Final Map	
51.	FIRE002 - ROADWAY ENGINEERING	Partially Met	Met for Phase 1A Final Map	
52.	FIRESP004 - DEAD-END ROADS (NON STANDARD CONDITION	Partially Met	Met for Phase 1A Final Map	
53.	FIRE007 - DRIVEWAYS	Partially Met	Met for Phase 1A Final Map	
54.	FIRE008 - GATES	Partially Met	Met for Phase 1A Final Map	
55.	FIRE009 - BRIDGES	Partially Met	Met for Phase 1A Final Map	
56.	FIRE010 - ROAD SIGNS	Partially Met	Met for Phase 1A Final Map	
58.	FIRE012 - EMERGENCY WATER STANDARDS - WATER SYSTEMS	Partially Met	MET FOR PHASE 1A Final Map	
60.	FIRE015 - FIRE HYDRANTS/FIRE VALVES	Partially Met	Met for Phase 1A Final Map Underground plans will need to be submitted to the fire department prior to grading in Phase 1A	
62.	FIRE017 - DISPOSAL OF VEGETATION AND FUELS	Partially Met	Met for Phase 1A Final Map	
63.	FIRE018 - GREENBELTS	Partially Met	MET FOR PHASE 1A Final Map	
70.	FIRESP001 - DEFENSIBLE SPACE REQUIREMENTS FOR MID-SLOPE ROADS (NON-STANDARD CONDITION)	Partially Met	Met for Phase 1A Final Map	
71.	FIRESP002 HELICOPTER LANDING ZONES (NON-STANDARD CONDITION)	Partially Met	Met for Phase 1A Final Map	
185.	FIRE030 - EMERGENCY WATER STANDARDS - FIRE FLOW (NON-STANDARD FIRE CONDITION)	Partially Met	Phase 1A final map under review.	

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
CRAIG W. SPENCER, DIRECTOR

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co.monterey.ca.us

RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: **January 7, 2026**

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Joel Mendoza, Fire Marshal

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to North County Fire Protection District (FPD). The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. North County FPD staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies the District's responsibility to the Program in 2025. The Condition Compliance Certification Report included in **Attachment 2** provides the listed project's conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, District staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION
On behalf of North County FPD, I hereby certify that the Fire COA/MMs identified in the adopted Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the project included in the Project List have been verified as indicated in the attached Condition Compliance Certification Report. As the COA is still in the status of "not met," no Condition Compliance Form (CCF) with supporting documentation has been submitted into the County's electronic database: Accela Automation, also known as "Accela" to date.

Respectfully,
/s/ Joel Mendoza

Joel Mendoza, Fire Marshal

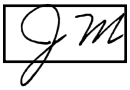
Annual Report Project Number	Planning Project ID	Project Name	NCFPD
1	PLN210306	Carmel Self Storage	
2	PLN210174	Mayhre	
3	PLN210331	Reynolds	
4	PLN220229	Boccone & Igel	●
5	PLN240187	Boccone & Igel & Elkhorn Slough Fndn	
6	PLN210061	Johnson	
7	PLN210158	Pedrazzi	
8	PLN200316	Wilkins	
	OLDER SUBDIVISION PROJECTS		
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	

Condition Compliance Certification Report

PLN220229

BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS

Fire

Condition	Condition Title	Status	Status Comment	Staff Initial
10.	FIRE019 - DEFENSIBLE SPACE REQUIREMENTS - (STANDARD)	Partially Met	Condition is met for issuance of construction permits 25CP02806 and 25cp02113.	

HCD-HOUSING
2025 REPORT

COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

CRAIG W. SPENCER, DIRECTOR

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RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: 21 Jan 26

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Darby Marshall, Housing Program Manager

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to HCD-Housing. The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. HCD-Housing staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies the Housing team responsibility to the Program in 2025. The Condition Compliance Certification Report included in **Attachment 2** provides the listed project's conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, Housing staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION

On behalf of County of Monterey HCD-Housing, I hereby certify that the Housing COA/MMs identified in the adopted Mitigated Negative Declaration pursuant to the California Environmental Quality Act for the project included in the Project List have been verified as indicated in the attached Condition Compliance Certification Report. As the COA is still in the status of "not met," no Condition Compliance Form (CCF) with supporting documentation has been submitted into the County's electronic database: Accela Automation, also known as "Accela" to date.

Respectfully,

Darby Marshall, Housing Program Manager

Annual Report Project Number	Planning Project ID	Project Name	Planner	Housing
1	PLN210306	Carmel Self Storage	Israel	
2	PLN210174	Mayhre	Nelson	
3	PLN210331	Reynolds	Alameda/Obledo	
4	PLN220229	Boccone & Igel	Israel	
5	PLN240187	Boccone & Igel/Elkhorn Slough Fndn	Israel	
6	PLN210061	Johnson	Nelson	
7	PLN210158	Pedrazzi	Nelson	
8	PLN200316	Wilkins	Israel	
	OLDER SUBDIVISION PROJECTS			
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	Israel	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	Env. Services	N/A

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Economic Development

Condition	Condition Title	Status	Status Comment	Staff Initial
48.	OHRSP001 - INCLUSIONARY AND WORKFORCE HOUSING (NON-STANDARD CONDITION)	Met	Met for Phase 1A final map.	DM
48.	OHRSP001 (A) - INCLUSIONARY AND WORKFORCE HOUSING (NON-STANDARD CONDITION)	Met	Met for recordation of Phase 1A final map.	DM

PWFP-PARKS
2025 REPORT

County of Monterey
Parks & Lakes
Explore • Rejuvenate • Connect

1441 Schilling Place, 1st Floor
Salinas, CA 93901
O: 831 755 4895
F: 831 755 4958

A Division of the Department of
Public Works, Facilities and Parks

RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: January 30, 2026

To: Melanie Beretti, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Bryan Flores, Chief of Parks, PWFP

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors in Resolution No. 22-311, a list of land use projects (the "Project List") was provided to PWFP – Parks. The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. Parks staff has reviewed the Project List and confirmed that the set included in **Attachment 1** is complete and that it therefore satisfies Parks' responsibility to the Program in 2025. Condition Compliance Certification Reports included in **Attachment 2** provides the listed projects' conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, Parks staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION
On behalf of County of Monterey PWFP – Parks, I hereby certify that the Parks COA/MMs identified in the adopted Mitigated Negative Declarations or certified Environmental Impact Report pursuant to the California Environmental Quality Act for the projects included in the Project List have been verified as indicated in the attached Condition Compliance Certification Reports. All applicable Condition Compliance Forms (CCFs) and supporting documentation have been submitted into the County's electronic database: Accela Automation, also known as "Accela" and are available for the public to review.

Respectfully,

Bryan Flores, Chief of Parks, PWFP

Annual Report Project Number	Planning Project ID	Project Name	Parks
1	PLN210306	Carmel Self Storage	
2	PLN210174	Mayhre	
3	PLN210331	Reynolds	
4	PLN220229	Boccone & Igel	
5	PLN240187	Boccone & Igel & Elkhorn Slough Fndn	
6	PLN210061	Johnson	
7	PLN210158	Pedrazzi	●
8	PLN200316	Wilkins	
	OLDER SUBDIVISION PROJECTS		
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	

Condition Compliance Certification Report

PLN210158

PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL

Parks Enforcement

Condition	Condition Title	Status	Status Comment	Staff Initial
15.	PKSP001 – RECREATION LAND DEDICATION OR IN-LIEU FEE	Not Met		MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Parks Enforcement

Condition	Condition Title	Status	Status Comment	Staff Initial
100.	PKSSP001 - PARK PARCEL (NON-STANDARD CONDITION)	Met	Irrevocable Offer to Dedicate approved by Parks and recorded. Parcel cleared of construction debris to satisfaction of Parks.	MJ
101.	PKS004 - RECREATIONAL TRAILS EASEMENT	Met	Irrevocable Offer to Dedicate submitted.	MJ
102.	PKSSP002 - PRIVATE TRAILS (NON-STANDARD CONDITION)	Met	Private trails entering into County lands removed. Signs posted at each location.	MJ
103.	PKSSP003 - RECREATION REQUIREMENTS/ LAND DEDICATION (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
104.	PKSSP004 - HISTORIC RESOURCES (NON-STANDARD CONDITION)	Met	Historic report submitted, no Phase 2 report required.	MJ
105.	PKSSP005 - CONSTRUCTION OF TRAILS (NON-STANDARD CONDITION)	Partially Met	Irrevocable Offer to Dedicate submitted.	MJ
106.	PKSSP006 - LAND DEDICATION (NON-STANDARD CONDITION)	Met	Irrevocable Offer to Dedicate submitted.	MJ
193.	PKSSP003 (A) - RECREATION REQUIREMENTS/ LAND DEDICATION (NON-STANDARD CONDITION)	Not Met		MJ

HCD-PLANNING
2025 REPORT

COUNTY OF MONTEREY
HOUSING AND COMMUNITY DEVELOPMENT
CRAIG W. SPENCER, DIRECTOR

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RESPONSIBLE DEPARTMENTS' ANNUAL REPORT FOR PROJECTS APPROVED WITH CONDITIONS OF APPROVAL AND MITIGATION MEASURES

Date: January 30, 2026

To: Melanie Beretti, AICP, Chief of Planning
Robert I. Brayer, Deputy County Counsel

From: Fionna Jensen, Principal Planner

Subject: Annual Report Pursuant to County of Monterey Condition of Approval and Mitigation Monitoring Program.

In accordance with Section II.B.2 of the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") adopted by the Monterey County Board of Supervisors Resolution No. 22-311, a list of land use projects (the "Project List") was prepared by the Condition of Approval Program Supervisor and provided to Planning staff. The Program requires the Responsible Departments to submit an Annual Report to the Chief of Planning and County Counsel on the projects included in the project list to verify the status of condition compliance. Planning staff reviewed the Project List and confirmed that the set included in **Attachment 1** is complete for Planning's responsibility to the Program in 2025. Condition Compliance Certification Reports included in **Attachment 2** provides the listed projects' conditions of approval/mitigation measures (COA/MMs) and current statuses as noted in Accela Automation. Accordingly, Planning staff has reviewed each COA/MM listed and made any necessary corrections to the report and in Accela. Staff has verified, through initialing, the current status of each COA/MM.

CERTIFICATION
On behalf of HCD-Planning, I hereby certify that the Planning COA/MMs identified in the adopted Mitigated Negative Declaration or certified Environmental Impact Report pursuant to the California Environmental Quality Act for the projects included in the Project List have been verified as indicated in the attached Condition Compliance Certification Reports. All applicable Condition Compliance Forms (CCFs) and supporting documentation have been submitted into the County's electronic database: Accela Automation, also known as "Accela" and are available for the public to review.

Respectfully,

Fionna Jensen, Principal Planner

Annual Report Project Number	Planning Project ID	Project Name	Planner	Planning
1	PLN210306	Carmel Self Storage	Israel	●
2	PLN210174	Mayhre	Nelson	●
3	PLN210331	Reynolds	Alameda/Obledo	●
4	PLN220229	Boccone & Igel	Israel	●
5	PLN240187	Boccone & Igel/Elkhorn Slough Fndn	Israel	●
6	PLN210061	Johnson	Nelson	●
7	PLN210158	Pedrazzi	Nelson	●
8	PLN200316	Wilkins	Israel	●
	OLDER SUBDIVISION PROJECTS			
9	PLN110173-AMD1	ONE Carmel (aka September Ranch)	Israel	●
10	PC07703/PC07704	Pasadera/Bishop Ranch COA 155 Annual Water Usage Monitoring Report	Env. Services	N/A

Condition Compliance Certification Report

PLN210306

SELF STORAGE INVESTMENTS LLC (FORMERLY KAMINSKE ROY & CURRIER CHRISTO

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		MJ
2.	PD002 - NOTICE PERMIT APPROVAL	Met		MJ
3.	PDSP009: - LANDSCAPE PLAN, INFORMAL PEDESTRIAN PATH & MAINTENANCE	Not Met		MJ
13.	PD050 - RAPTOR/MIGRATORY BIRD NESTING	Not Met		MJ
14.	PD011(A) - TREE REMOVAL	Not Met		MJ
15.	PD048 - TREE REPLACEMENT/RELOCATION	Not Met		MJ
16.	PD041 - HEIGHT VERIFICATION	Not Met		MJ
17.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Met		MJ
19.	PDSP001: BIO-1 CALIFORNIA RED-LEGGED FROG SITE ASSESSMENT	Not Met		MJ
20.	PDSP002: BIO-2 CALIFORNIA RED-LEGGED FROM EMPLOYEE EDUCATION, CONSTRUCTION MONITORING	Not Met		MJ
21.	PDSP003: BIO-3 CONSTRUCTION SITE PROTECTION FOR CRLF	Not Met		MJ
22.	PDSP004: BIO-4 WESTERN POND TURTLE SURVEY AND AVOIDANCE	Not Met		MJ
23.	PDSP005: BIO-5 RIPARIAN HABITAT	Not Met		MJ
24.	PDSP006: CR - 1 EMPLOYEE EDUCATION ON CULTURAL RESOURCES	Not Met		MJ
25.	PDSP007: CR-2 CULTURAL RESOURCES DISCOVERY RESPONSE PLAN	Not Met		MJ
26.	PDSP008: TRC-1 TRIBAL CULTURAL MONITORING	Not Met		MJ
27.	PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN	Not Met		MJ
28.	PD022(A) - EASEMENT-CONSERVATION & SCENIC	Partially Met	document review in process	MJ
29.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met		MJ

Condition Compliance Certification Report

PLN210174

HRE ARVID J TR ET AL (CALIFORNIA RESOURCE CORPORATION AND AERA ENERGY LI

Planning Department

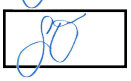
Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		
2.	PD002 - NOTICE PERMIT APPROVAL	Not Met		
3.	PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT	Not Met		
6.	PD050 - RAPTOR/MIGRATORY BIRD NESTING	Not Met		
7.	PD005 - FISH & GAME FEE NEG DEC/EIR	Not Met		
9.	PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN	Not Met		
10.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Not Met		
11.	MM AQ-1 - DUST CONTROL	Not Met		
12.	MM AQ-2 - CONSTRUCTION STAGING MANAGEMENT PLAN	Not Met		
13.	MM AQ-3 - VEHICHLE EMISSIONS	Not Met		
14.	MM BIO-1 - PROJECT BIOLOGIST	Not Met		
15.	MM HM-1 - EMERGENCY ACTION PLAN AND WELL RE-ABANDONMENT	Not Met		
16.	MM TR-1 - ON-SITE TRIBAL MONITOR	Not Met		
17.	PDSP001 - SECURTIY FECNING DESIGN	Not Met		
18.	PDSP002 - WETLAND BUFFER	Not Met		
19.	PDSP004 - OIL & GAS WELL DISCLOSURE NOTICE	Not Met		

Condition Compliance Certification Report

PLN210331

REYNOLDS JON Q TR ET AL

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		
2.	PD002 - NOTICE PERMIT APPROVAL	Met		
3.	PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT	Partially Met		
4.	PD011(A) - TREE REMOVAL	Not Met		
5.	PD012(D) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-SFD ONLY)	Partially Met		
6.	PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN	Partially Met		
7.	PD045 - COC (LOT LINE ADJUSTMENTS)	Not Met		
8.	LOT LINE ADJUSTMENT DEED (NON-STANDARD CONDITION)	Partially Met		
13.	PD050 - RAPTOR/MIGRATORY BIRD NESTING	On-Going		
14.	PD049 - TREE AND ROOT PROTECTION	Partially Met		
15.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met		
16.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Not Met		
17.	MM001 (BIO-1) - COASTAL DUNE SCRUB REVEGETATION PLAN	Partially Met		
18.	MM002 (CUL-1) - LIMITED SUBSURFACE EXCAVATION	Met		
19.	MM003 (TR-1) - ON-SITE TRIBAL MONITOR	Not Met		

Condition Compliance Certification Report

PLN220229

BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		MJ
2.	PD002 - NOTICE PERMIT APPROVAL	Partially Met		MJ
3.	PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT	On-Going		MJ
7.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Partially Met	processing nearly complete, requires completion of Certification of Compliance (pending)	MJ
9.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met		MJ
11.	PD019(B) - DEED RESTRICTION-GUESTHOUSE (COASTAL)	Partially Met	processing nearly complete, requires completion of Certification of Compliance (pending)	MJ
12.	PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN	Partially Met	met for construction permit issuance	MJ
13.	PD052 - PRE-CONSTRUCTION MEETING	Partially Met		MJ
14.	PD022(C) - EASEMENT-CONSERVATION AND SCENIC (COASTAL)	Partially Met	processing nearly complete, requires completion of Certification of Compliance (pending)	MJ
15.	MM BIO-1 (PAJARO MANZANITA)	Partially Met	met for construction permit issuance	MJ
16.	MM BIO-2: WILDLIFE PRE-CONSTRUCTION SURVEYS	Partially Met	met for construction permit issuance	MJ
17.	MM BIO-3: EXCLUSION FENCING	Partially Met	met for construction permit issuance	MJ
18.	MM BIO-4: CONSTRUCTION CREW TRAINING	Partially Met	met for construction permit issuance	MJ
19.	MM BIO-5: BIOLOGICAL MONITOR	Partially Met	met for construction permit issuance	MJ
20.	MM BIO-6: NESTING BIRD SURVEYS	Partially Met	met for construction permit issuance	MJ
21.	MM BIO-7: BAT SURVEYS	Partially Met	met for construction permit issuance	MJ
22.	BIO-8: MONTEREY DUSKY FOOTED WOODRAT	Met		MJ

Condition Compliance Certification Report

PLN220229

BOCCONE NORMAN B & VICTORIA E IGEL CO-TRS

Planning Department

23.	MM BIO-9 HABITAT ADAPTIVE CARE (CALIFORNIA RED-LEGGED FROG)	Partially Met	met for construction permit issuance	MJ
24.	MM BIO-9: HABITAT ADAPTIVE CARE (CRLF) PART 2	Partially Met	met for construction permit issuance	MJ
25.	MM BIO-9: HABITAT ADAPTIVE CARE (CRLF) PART 3	Partially Met	met for construction permit issuance	MJ
26.	MM BIO-10: OAK WOODLAND RESTORATION	Partially Met	not required to be met until final inspection	MJ
27.	MM TR-1: TRIBAL MONITOR	Partially Met	met for construction permit issuance	MJ
28.	PDSP001: ENSURE ACCESS TO PARCEL	Met		MJ

Condition Compliance Certification Report

PLN240187

OCCONE NORMAN B & VICTORIA E IGEL CO-TRS AND ELKHORN SLOUGH FOUNDATIO

Planning Department

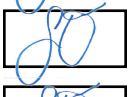
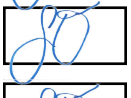
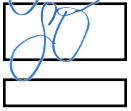
Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		MJ
2.	PD002 - NOTICE PERMIT APPROVAL	Met		MJ
3.	PD006(A) - CONDITION COMPLIANCE FEE	Met		MJ
4.	LOT LINE ADJUSTMENT DEED (NON-STANDARD CONDITION)	Met		MJ
5.	PD045 - COC (LOT LINE ADJUSTMENTS)	Partially Met	review of new lot materials underway	MJ

Condition Compliance Certification Report

PLN210061

HAL W JR & ALLISON H AND 230 HIGHWAY 1 CARMEL LLC AND HIBBS RICHARD N & ME

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		
2.	PD002 - NOTICE PERMIT APPROVAL	Not Met		
3.	PD003(B) - CULTURAL RESOURCES POSITIVE ARCHAEOLOGICAL REPORT	Not Met		
4.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met		
5.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Not Met		
6.	PD011(A) - TREE REMOVAL	Not Met		
7.	PD012(D) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-SFD ONLY)	Not Met		
8.	PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN	Not Met		
9.	PD016 - NOTICE OF REPORT (FOREST MANAGEMENT PLAN)	Not Met		
10.	PD016 - NOTICE OF REPORT (GEOLOGICAL REPORT)	Not Met		
11.	PD016 - NOTICE OF REPORT (GEOTECHNICAL REPORT)	Not Met		
12.	PD023 - CONSERVATION AND SCENIC EASEMENT (SLOPE)	Not Met		
13.	PD048 - TREE REPLACEMENT/RELOCATION	Not Met		
14.	PD049 - TREE AND ROOT PROTECTION	Not Met		
15.	PD050 - RAPTOR/MIGRATORY BIRD NESTING	Not Met		
16.	PDSP001 - PALEONTOLOGICAL STOP WORK	Not Met		
17.	PDSP002 - BLUFF/COASTAL HAZARDS DEED RESTRICTION	Not Met		
18.	PDSP003 - CUL-1 - CULTURAL RESOURCES AWARENESS TRAINING	Not Met		
19.	PDSP004 - CUL-2 ARCHAEOLOGICAL MONITOR	Not Met		
20.	PDSP005 - CUL-3 CULTURAL RESOURCES STOP WORK PROCEDURES	Not Met		

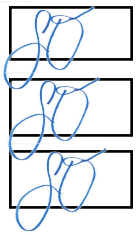
Condition Compliance Certification Report

PLN210061

HAL W JR & ALLISON H AND 230 HIGHWAY 1 CARMEL LLC AND HIBBS RICHARD N & ME

Planning Department

21.	PDSP006 - CUL-4 ARCHAEOLOGICAL MITIGATION PLAN	Not Met
22.	PDSP007 - TR-CUL-1 TRIBAL CULTURAL MONITOR	Not Met
28.	PDSP008 - PRIVATE SEWER CONNECTION	Not Met



Condition Compliance Certification Report

PLN210158

PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		
2.	PD002 - NOTICE PERMIT APPROVAL	Not Met		
3.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met		
4.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Not Met		
5.	PD037 - WILLIAMSON ACT	Not Met		
6.	MITIGATION MEASURE NO. 1 - DEED RESTRICTION FOR PARCEL A (AGRICULTURAL WINE CORRIDOR PLAN CONSISTENCY)	Not Met		
7.	MITIGATION MEASURE NO. 2 - HOMESITE DEED RESTRICTION FOR PARCELS B THROUGH F	Not Met		
8.	H01 - Affordable/Inclusionary Housing	Not Met		
17.	PDSP01 – NOTE ON FINAL MAP	Not Met		

Condition Compliance Certification Report

PLN200316

WILKINS JOHN D & BUSHRA

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		MJ
2.	PD002 - NOTICE PERMIT APPROVAL	Met		MJ
3.	PD003(A) - CULTURAL RESOURCES NEGATIVE ARCHAEOLOGICAL REPORT	Not Met		MJ
4.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met		MJ
5.	PD050 - RAPTOR/MIGRATORY BIRD NESTING	Not Met		MJ
6.	PD014(A) - LIGHTING - EXTERIOR LIGHTING PLAN	Not Met		MJ
10.	MM BIO-1: AVOIDANCE OF SPECIAL STATUS MONTEREY PINE FOREST UNDERSTORY SPECIES	Not Met		MJ
11.	MM BIO-2: ENHANCEMENT/RESTORATION OF IMPACTED MONTEREY PINE FOREST	Not Met		MJ
12.	MM BIO-3: PRE-CONSTRUCTION MEETING TO ENSURE SPECIAL STATUS SPECIES PROTECTIONS	Not Met		MJ
13.	MM BIO-4: YADON'S PIPERIA	Not Met		MJ
14.	PD022(B) - EASEMENT-CONSERVATION & SCENIC IN THE DEL MONTE FOREST	Not Met		MJ
15.	PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN	Partially Met	document with applicant for signature	MJ
16.	PD012(E) - LANDSCAPE PLAN & MAINTENANCE (MPWMD-OTHER)	Not Met		MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

Condition	Condition Title	Status	Status Comment	Staff Initial
1.	PD001 - SPECIFIC USES ONLY	On-Going		MJ
2.	PD002 - NOTICE PERMIT APPROVAL	Met		MJ
3.	PBDSP001 - CONSERVATION AND SCENIC EASEMENT (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review	MJ
4.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
5.	PD008 - GEOLOGIC CERTIFICATION	Not Met	Timed with standard building permits.	MJ
6.	PBDSP032 - HOURS OF CONSTRUCTION ACTIVITY	Partially Met	Phase 1A final map under review	MJ
7.	PD005 - FISH & GAME FEE NEG DEC/EIR	Met	Met for all phases of September Ranch development. (Phases 1A and 2) by payment of filing fee.	MJ
8.	PD007- GRADING WINTER RESTRICTION	Partially Met	Phase 1A final map under review	MJ
10.	PBD018(A) - LANDSCAPE PLAN AND MAINTENANCE (SINGLE FAMILY DWELLING ONLY)	Partially Met	Phase 1A final map under review.	MJ
11.	PBD018(B) - LANDSCAPE PLAN AND MAINTENANCE (OTHER THAN SINGLE FAMILY DWELLING)	Partially Met	Phase 1A final map under review.	MJ
12.	PBDSP031 - LIGHTING (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
13.	PBDSP002 - CONDITION COMPLIANCE AND MITIGATION MONITORING PROGRAM	Met		MJ
14.	PBD024 - NOTE ON MAP-STUDIES	Partially Met	Phase 1A final map under review.	MJ
15.	PBD024 - NOTE ON MAP-STUDIES	Partially Met	Phase 1A final map under review.	MJ
16.	PBD024 - NOTE ON MAP-STUDIES	Partially Met	Phase 1A final map under review.	MJ
17.	PBD024 - NOTE ON MAP-STUDIES	Partially Met	Phase 1A final map under review.	MJ
18.	PBD024 - NOTE ON MAP-STUDIES	Partially Met	Phase 1A final map under review.	MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

19.	PBDSP007 - NOTE ON MAP-STUDIES (NON-STANDARD)	Partially Met	Phase 1A final map under review.	MJ
20.	PBDSP005 - SUBDIVISION BUILDING ENVELOPE APPROVAL (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
21.	PBD032(B) - TREE AND ROOT PROTECTION	Partially Met	Met for Phase 1A final map	MJ
22.	PBD033 - UTILITIES - SUBDIVISION	Partially Met	Phase 1A final map under review	MJ
23.	PBDSP028 - WATER TANK APPROVAL (NON-STANDARD CONDITION)	Partially Met	water tank permit issued	MJ
24.	PBDSP033 - GRADING/EASEMENT STAKING	Partially Met	Met for Phase 1 roadway grading permit.	MJ
25.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
26.	PBDSP006 - SECOND UNITS (NON-STANDARD CONDITION)	Partially Met	Phase 1A Final Map under review.	MJ
27.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
28.	PBDSP011 - DESIGN APPROVAL (NON-STANDARD CONDITION)	Partially Met	affordable housing design approval application under review	MJ
29.	PBDSP013 - SWPPP COMPLIANCE AND EROSION CONTROL INSPECTIONS (NON-STANDARD CONDITION)	Met	Phase 1A final map/SWCP Addendum under review. Addendum and SIP have been received and reviewed.	MJ
30.	PBDSP014 - OPEN SPACE (NON-STANDARD CONDITION)	Met		MJ
31.	PBDSP015 - DEVELOPMENT IN CONSERVATION AND SCENIC EASEMENTS (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
32.	PBDSP016 - NON-NATIVE INVASIVES (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
33.	PBDSP017 - WATER INTENSIVE USES (NON-STANDARD CONDITION)	Partially Met	Phase 1A CC&R under review	MJ
34.	PBDSP018 - MAPPED LANDSLIDES (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
35.	PBDSP019 - ANTENNAS (NON-STANDARD CONDITION)	Partially Met	Phase 1A CC&R and final map under review	MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

36.	PBDSP020 - PHASING (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
37.	PBDSP021 - B-6 COMBINING DISTRICT (NON-STANDARD CONDITION)	Partially Met	most areas rezoned in 2023, Parcel F rezone pending spring 2026	MJ
38.	PBDSP022 - FENCING PARCELS (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map and CC&Rs under review.	MJ
39.	PBDSP023 - TREE REMOVAL (NON-STANDARD CONDITION)	Partially Met	CC&R and Phase 1A final map under review.	MJ
41.	PBD006 - DEED RESTRICTION - USE	Met		MJ
42.	PBDSP027 - VEHICLE TRIP REDUCTION ORDINANCE (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
43.	PBDSP030 - HISTORIC STRUCTURES (NON-STANDARD CONDITION)	Met	Met for phase 1A and 2 by County acceptance of Phase I Historic Report, Phase 2 report not required.	MJ
44.	PBDSP008 - SPECIAL SETBACKS (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
45.	PBDSP003 - WATER USE PLAN (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map submittal under review.	MJ
46.	PBDSP012 - WATER USE REPORT (NON-STANDARD CONDITION)	On-Going	Quarterly reports current	MJ
47.	SOSP001 - PUBLIC SAFETY AND SECURITY (NON-STANDARD CONDITION)	Not Met	Compliance with this condition is timed with building permits and occupancy.	MJ
57.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
59.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
61.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

64.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
65.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
66.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
67.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
68.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
69.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
72.	RESERVED	Not Applicable	This requirement will be part of standard construction permit review pursuant to Board Resolution No. 23-123 for PLN110173-AMD1.	MJ
128.	MITIGATION MEASURE (4.2-1) - GEOLOGY & SOILS	Partially Met	Phase 1A final map under review.	MJ
129.	MITIGATION MEASURE 4.2-2 - GEOLOGY AND SOILS	Partially Met	Phase 1A Final Map under review.	MJ
130.	MITIGATION MEASURE (4.2-3) GEOLOGY AND SOILS	Partially Met	Phase 1A Final Map under review.	MJ
131.	MITIGATION MEASURE (4.2-4) GEOLOGY AND SOILS	Partially Met	Phase 1A Final Map is under review.	MJ
132.	MITIGATION MEASURE (4.2-5) GEOLOGY AND SOILS	Partially Met	Met for Phase 1A Final Map.	MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

133.	MITIGATION MEASURE (4.2-6) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
134.	MITIGATION MEASURE (4.2-7) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
135.	MITIGATION MEASURE (4.2-8) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
136.	MITIGATION MEASURE (4.2-9) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
137.	MITIGATION MEASURE (4.2-10) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
138.	MITIGATION MEASURE (4.2-11) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
139.	MITIGATION MEASURE (4.2-12) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
140.	MITIGATION MEASURE (4.2-13) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
141.	MITIGATION MEASURE (4.2-14) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
142.	MITIGATION MEASURE (4.2-15) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
143.	MITIGATION MEASURE (4.2-16) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
144.	MITIGATION MEASURE (4.2-17) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
145.	MITIGATION MEASURE (4.2-18) GEOLOGY AND SOILS	Partially Met	Phase 1A final map under review.	MJ
146.	MITIGATION MEASURE (4.3-1) WATER SUPPLY AND AVAILABILITY	On-Going	late 2025 report outstanding but expected soon	MJ
147.	MITIGATION MEASURE (4.3-2) WATER SUPPLY AND AVAILABILITY	Partially Met	Met for recordation of Phase 1 final map but status will remain partially met as it applies to issuance of well permits.	MJ
148.	MITIGATION MEASURE (4.4-1) HYDROLOGY AND WATER QUALITY	Partially Met	Phase 1A final map under review.	MJ
149.	MITIGATION MEASURE (4.4-2) HYDROLOGY AND WATER QUALITY	Partially Met	Phase 1A final map under review.	MJ
150.	MITIGATION MEASURE (4.4-3) HYDROLOGY AND WATER QUALITY	Partially Met	Phase 1A final map under review.	MJ
159.	MITIGATION MEASURE (4.7-1) AIR QUALITY	Partially Met	Phase 1A final map under review. Air quality controls in place for Grading Permit.	MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

159.	MITIGATION MEASURE (4.7-1) AIR QUALITY -- PT.2	Partially Met	Phase 1A final map under review. Air quality controls in place for Grading Permit.	MJ
159.	159. MITIGATION MEASURE (4.7-1) AIR QUALITY -- PT. 3	Partially Met		MJ
160.	MITIGATION MEASURE (4.8-1) NOISE	Not Applicable	Phase 1A design approval under review	MJ
161.	MITIGATION MEASURE (4.8-2) NOISE	Not Applicable	Phase 1A final map under review.	MJ
162.	MITIGATION MEASURE (4.9-1) BIOLOGICAL RESOURCES	Partially Met	Draft Phase 1A final map under review.	MJ
162.	MITIGATION MEASURE (4.9-1) BIOLOGICAL RESOURCES -- PT.2	Partially Met	Phase 1A final map and design approval under review	MJ
163.	MITIGATION MEASURE (4.9-2) BIOLOGICAL RESOURCES	Partially Met		MJ
163.	MITIGATION MEASURE (4.9-2) BIOLOGICAL RESOURCES -- PT.2	Partially Met	reporting up to date	MJ
164.	MITIGATION MEASURE (4.9-3) BIOLOGICAL RESOURCES	Partially Met	Phase 1A final map under review.	MJ
165.	MITIGATION MEASURE (4.9-4) BIOLOGICAL RESOURCES	Partially Met	reporting is up to date	MJ
165.	MITIGATION MEASURE (4.9-4) BIOLOGICAL RESOURCES -- PT.2	Partially Met	Phase 1A final map under review.	MJ
166.	MITIGATION MEASURE (4.9-5) BIOLOGICAL RESOURCES	Partially Met	Monitoring reports are current. Phase 1A final map under review.	MJ
167.	MITIGATION MEASURE (4.9-6) BIOLOGICAL RESOURCES	Partially Met		MJ
167.	MITIGATION MEASURE (4.9-6) BIOLOGICAL RESOURCES -- PT.2	Partially Met	reporting is up to date	MJ
168.	MITIGATION MEASURE (4.9-7) BIOLOGICAL RESOURCES	Partially Met	Monitoring reports during grading are current.	MJ
168.	MITIGATION MEASURE (4.9-7) BIOLOGICAL RESOURCES -- PT.2	Partially Met	reporting is up to date	MJ
169.	MITIGATION MEASURE (4.9-8) BIOLOGICAL RESOURCES	Partially Met	Monitoring reports are current for grading activity.	MJ
169.	MITIGATION MEASURE (4.9-8) BIOLOGICAL RESOURCES -- PT.2	Partially Met	reporting is up to date	MJ
170.	MITIGATION MEASURE (4.9-9) BIOLOGICAL RESOURCES	Partially Met	preconstruction surveys were done prior to grading permit no. 21CP02316	MJ

Condition Compliance Certification Report

PLN110173-AMD1

SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

Planning Department

171.	MITIGATION MEASURE (4.9-10) BIOLOGICAL RESOURCES	Partially Met	Phase 1A subdivision improvement plan and CC&Rs under review	MJ
172.	MITIGATION MEASURE (4.9-11) BIOLOGICAL RESOURCES	Partially Met	Phase 1A final map under review.	MJ
173.	MITIGATION MEASURE (4.9-12) BIOLOGICAL RESOURCES	Partially Met	Phase 1A final map under review.	MJ
174.	MITIGATION MEASURE (4.9-13) BIOLOGICAL RESOURCES	Partially Met	Phase 1A final map under review.	MJ
175.	MITIGATION MEASURE (4.9-14) BIOLOGICAL RESOURCES	Partially Met	Phase 1A final map under review.	MJ
176.	MITIGATION MEASURE (4.10-1) CULTURAL RESOURCES	On-Going	Phase 1A final map under review. Monitoring not required for the grading activities due to the vesting date of the subdivision project.	MJ
177.	MITIGATION MEASURE (4.11-1) AESTHETICS	Partially Met	Phase 1A final map under review.	MJ
178.	MITIGATION MEASURE (4.11-2) AESTHETICS	Partially Met	Phase 1A final map under review. Landscaping for Carmel Valley Road area approved by the Planning Commission on Oct. 25, 2023.	MJ
179.	MITIGATION MEASURE (4.11-3) AESTHETICS	Partially Met	No new easements are anticipated with Phase 1A final map, which is under review.	MJ
180.	MITIGATION MEASURE (4.11-4) AESTHETICS	Partially Met	Phase 1A final map under review.	MJ
181.	MITIGATION MEASURE (4.11-5) AESTHETICS	Partially Met	Phase 1A final map under review.	MJ
182.	MITIGATION MEASURE (4.13.4-1) PUBLIC SERVICES AND UTILITIES	On-Going	Phase 1A final map under review.	MJ
183.	MITIGATION MEASURE (4.13.5-1) PUBLIC SERVICES AND UTILITIES	Met	Phase 1A final map under review.	MJ
184.	MITIGATION MEASURE (4.13.5-2) PUBLIC SERVICES AND UTILITIES	Met	Phase 1A final map under review.	MJ
186.	MITIGATION MEASURE (4.4-2A) HYDROLOGY AND WATER QUALITY.	Partially Met	Phase 1A final map under review. Drainage control inspections are current for grading activities.	MJ
187.	MITIGATION MEASURE (4.9-1A) BIOLOGICAL RESOURCES	Partially Met	Phase 1A final map under review.	MJ

Condition Compliance Certification Report

PLN110173-AMD1

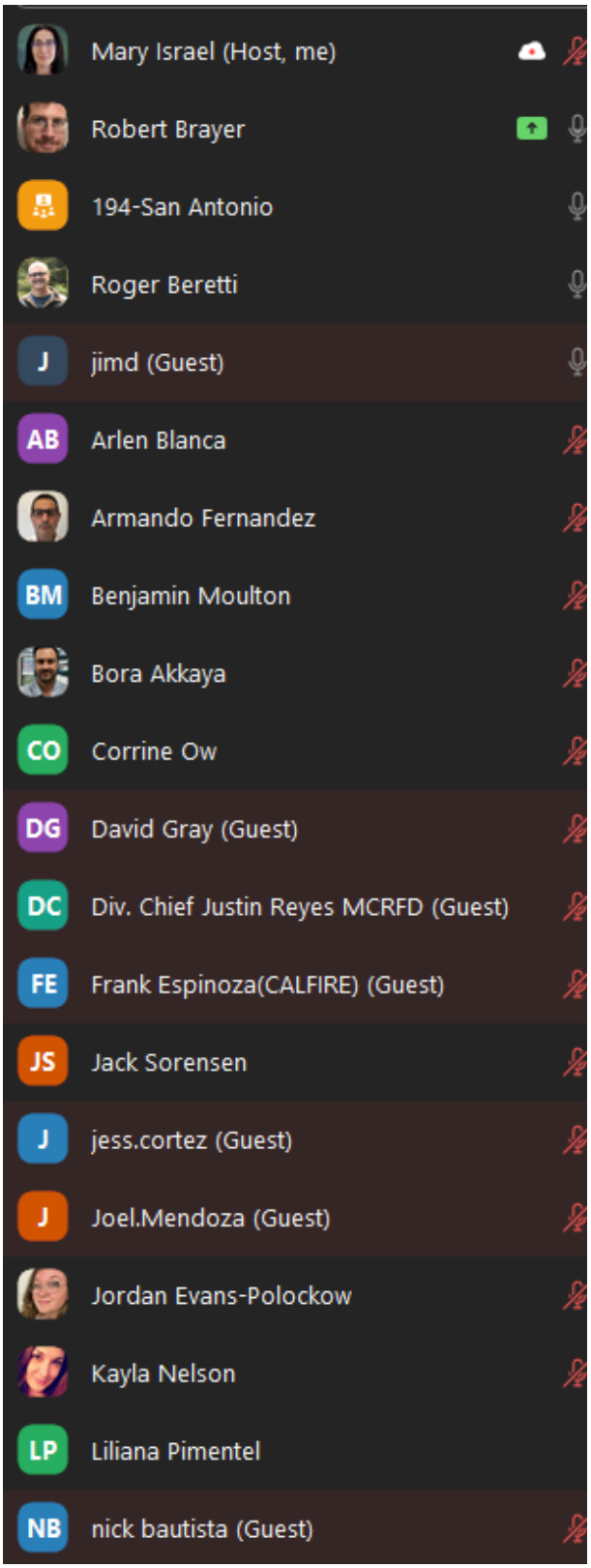
SEPTEMBER RANCH PARTNERS (CARMEL RESERVE LLC)

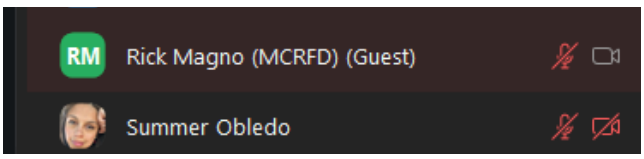
Planning Department

188.	MITIGATION MEASURE (4.9-1B) BIOLOGICAL RESOURCES	Partially Met	Phase 1A Final Map and CC&Rs under review.	MJ
188.	MITIGATION MEASURE (4.9-1B) BIOLOGICAL RESOURCES -- PT.2	Partially Met	Phase 1A final map and CC&Rs under review.	MJ
189.	MITIGATION MEASURE (4.9-3A) BIOLOGICAL RESOURCES	Partially Met	Phase 1A Final Map and CC&Rs under review	MJ
189.	MITIGATION MEASURE (4.9-3A) BIOLOGICAL RESOURCES -- PT.2	Partially Met	Phase 1A final map and CC&Rs under review.	MJ
191.	PBDSP003 (A) - WATER USE PLAN (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ
192.	PBDSP005 (A) - SUBDIVISION BUILDING ENVELOPE APPROVAL (NON-STANDARD CONDITION)	Partially Met	Phase 1A final map under review.	MJ

2025 PROGRAM TRAINING

Pursuant to Section III.B.6, the Program requires the County to provide training to all staff of Responsible Departments who prepare, monitor or report on compliance with mitigation measures. The Program training occurs annually. HCD-Planning and County Counsel provided an all-staff training on the Program for applicable land use departments and agencies on November 20, 2025. Program Training was held as a hybrid in-person and Zoom meeting. Therefore, the attendance list is a screen shot of the Zoom meeting as well as sign-in sheets.


Mary Israel (Host, me)
Robert Brayer
194-San Antonio
Roger Beretti
J
jimd (Guest)
AB
Arlen Blanca
Armando Fernandez
BM
Benjamin Moulton
Bora Akkaya
CO
Corrine Ow
DG
David Gray (Guest)
DC
Div. Chief Justin Reyes MCRFD (Guest)
FE
Frank Espinoza(CALFIRE) (Guest)
JS
Jack Sorensen
J
jess.cortez (Guest)
J
Joel.Mendoza (Guest)
Jordan Evans-Polockow
Kayla Nelson
LP
Liliana Pimentel
NB
nick bautista (Guest)


RM
Rick Magno (MCRFD) (Guest)
Summer Obledo

Condition Compliance & Mitigation Monitoring Reporting Program
Training for All Responsible Departments

In-person Attendance Sheet

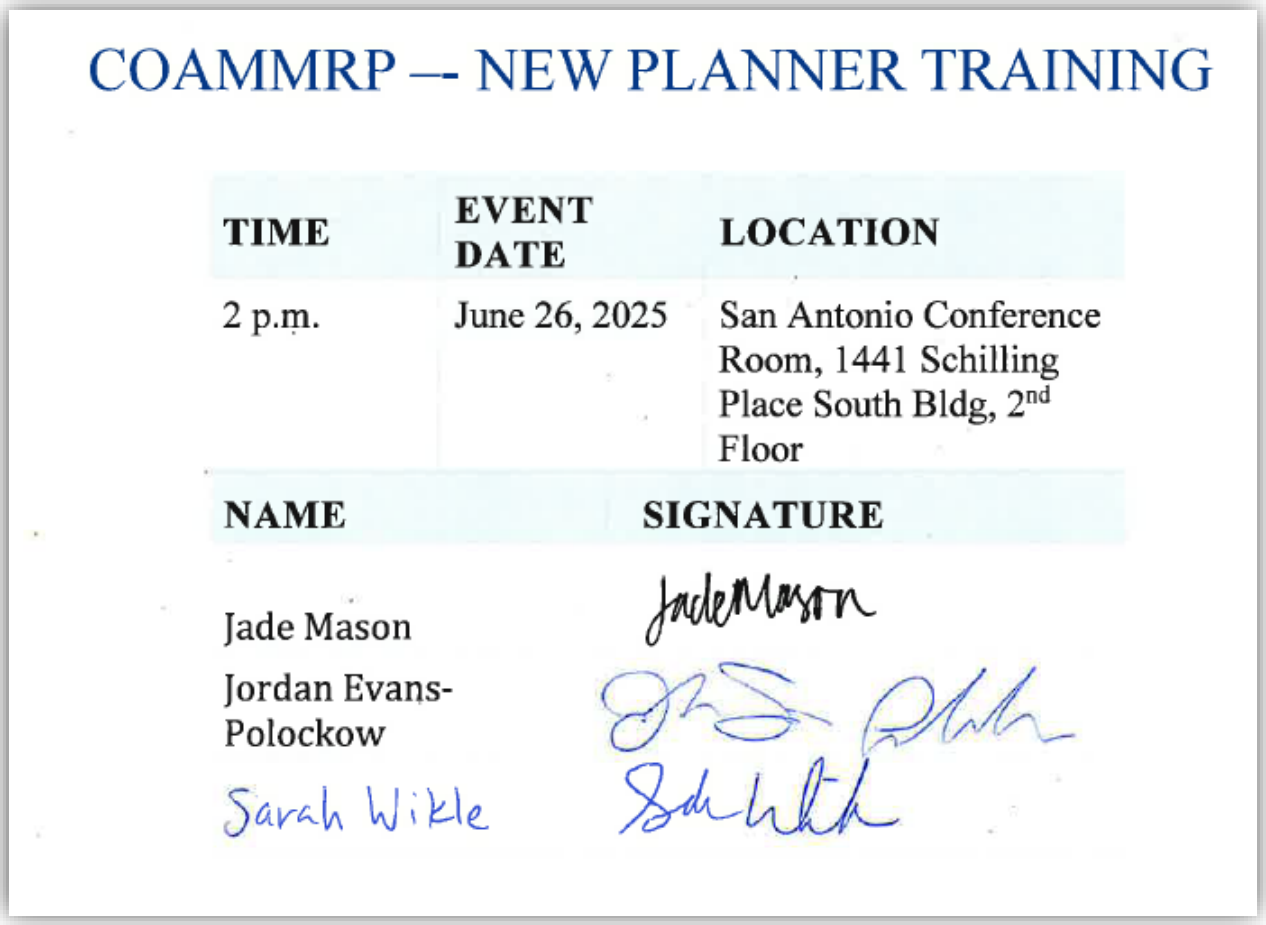
Location: San Antonio Conference Room
1441 Schilling Place, North Building
Salinas, CA 93901
(and via Zoom)

Date: November 20, 2025
Trainers: Robert Brayer, Deputy County Counsel and Mary Israel, Supervising Planner and CAPS

	NAME	HCD-group (e.g. HCD-Engineering Services) or Agency
1.	McKenna Bowling	HCD - Planning
2.	Jackie Nickerson	HCD- Planning
3.	Fionna Jensen	HCD Planning
4.	Liliana Pimentel	HCD - ES
5.	MARLENE GARCIA	HCD - PLANNING
6.	JACK SORENSEN	HCD- PLANNING
7.	Kayla Nelson	HCD - Planning
8.	Elizabeth Ruiz	HCD. Permit Center
9.	Summer Obledo	HCD - Planning
10.	Benjamin Moulton	HCD - Planning
11.	Kyle Benalcázar	HCD- planning
12.	Jade Mason	HCD- Planning
13.	Jordan Evans-P.	HCD - Planning
14.		
15.		
16.		
17.		

Three staff were not able to attend and were provided with a separate training afterward. They are Art Black (Fire), Kyler Asato (EHB), and Steve Mason (HCD).

HCD staff is required to provide informal training to newly hired planners within sixty days from the hire date. The CAPS trained new planners on June 26, 2025.



COAMMRP –- NEW PLANNER TRAINING

TIME	EVENT DATE	LOCATION
2 p.m.	June 26, 2025	San Antonio Conference Room, 1441 Schilling Place South Bldg, 2nd Floor

NAME	SIGNATURE
Jade Mason	Jade Mason
Jordan Evans-Polockow	
Sarah Wikle	

Attachment C

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

Resolution No. 26 -

Resolution to revise the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program. (REF260007/Countywide)	)))))

WHEREAS, the California Environmental Quality Act (Public Resources Code section 21000 et seq., "CEQA") requires that a Mitigation Monitoring and Reporting Plan be adopted for every land use project approved subject to mitigation measures; and

WHEREAS, the California Environmental Quality Act and its implementing regulations at Title 14 of the California Code of Regulations commencing at Section 15000 et seq., ("CEQA Guidelines") were adopted by the State of California to provide administrative procedures to implement CEQA; and

WHEREAS, the County of Monterey has adopted local guidelines for implementing the mitigation monitoring pursuant to the California Environmental Quality Act by ordinance of the Board of Supervisors (Ordinance No. 04087, Chapter 16.70 of the County Codes); and

WHEREAS, the County of Monterey incorporates the same provisions of CEQA for mitigation monitoring that require adoption of a program for monitoring or reporting on mitigation measures which have been imposed as conditions of approval on land use projects to ensure that mitigation measures and project revisions identified in an EIR or Mitigated Negative Declaration have been implemented; and

WHEREAS, in response to a Settlement Agreement between Ed Leeper, the Save Our Peninsula Committee and the County of Monterey in 2000, the Board adopted procedures for a County of Monterey Mitigation Monitoring and Reporting Program ("Procedures") on October 9, 2001; and

WHEREAS, in response to a 2011 Settlement Agreement in a second lawsuit filed by Save Our Peninsula Committee and with the goal of improving its mitigation monitoring and reporting procedures under CEQA and the ability of the public to review and monitor County's compliance with CEQA and its own procedures, the County adopted the Condition of Approval and Mitigation Monitoring and Reporting Program on January 24, 2012, (Resolution No. 12-021) ("Program"), which replaced the previously adopted Procedures; and

WHEREAS, the County amended the Program on December 6, 2014, by Board of Supervisors' Resolution No. 14-364 with the intent to improve upon the Program; and

WHEREAS, on February 14, 2017, the Program was again amended by Board of Supervisors' Resolution No. 17-049 ("Amended Program") with the intent to improve upon the Program; and

WHEREAS, the County further amended the Program on July 23, 2019, by Board of Supervisors' Resolution No. 19-270 with the goal of streamlining the reporting process and the intent to clarify the Program; and

WHEREAS, with the goal of aligning the procedures of the Program with current Housing and Community Development records management, the County further amended the Program on April 19, 2022, by Board of Supervisors' Resolution No. 22-311. The Program, as amended last in 2022, is the current Program in effect; and

WHEREAS, the Program includes the requirement to prepare annual reports relating to the status of compliance with mitigation measures, any related code enforcement actions, and any proposed action to modify conditions of approval for land use projects approved in the previous calendar year. This requirement is not mandated by law; and

WHEREAS, Housing and Community Development, and Resource Management Agency before it, has provided eleven annual reports related to Mitigation Monitoring and Reporting for projects approved with mitigation measures in the previous year to the Board of Supervisors; and

WHEREAS, the Program includes a requirement that new staff be trained on the Program within 60 days of hire and all staff receive an annual training. This requirement is not mandated by law; and

WHEREAS, the County desires to amend the Program once more to reduce unfunded administrative burdens, including the requirement to prepare an annual report and the timeframe for new staff training on the Program (changing from 60 days to 6 months from date of hire), without changing the County's commitment to ensuring compliance with conditions or the practices established for accountability and transparency; and

WHEREAS, Program revisions are attached as Exhibit A and are incorporated herein by reference; and

WHEREAS, Section II.E of the Program requires that any revision to the Program be presented to the Board of Supervisors at a noticed public hearing with notice ten days prior; and

WHEREAS, notice of the April 19th, 2026, public hearing at the Board of Supervisors on the Annual Report was published in the *Monterey Herald* on April 11, 2026, and emailed to interested parties who requested notice of the hearing; and

WHEREAS, Program revision is not a project under CEQA Guidelines section 15378(b)(5) because it is an administrative activity that will not result in direct or indirect physical changes in the environment; and

WHEREAS, the Board of Supervisors held a duly noticed public hearing on April 21, 2026, on the Program revision, at which time all persons had the opportunity to appear and be heard.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Monterey does hereby amend the Condition of Approval and Mitigation Monitoring and Reporting Program to remove the requirement to produce an annual report and to extend the deadline for newly hired planners to be trained in the Program from 60 days to six months.

PASSED AND ADOPTED this 21st day of April 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

Exhibit A

County of Monterey
Condition of Approval and Mitigation Monitoring and Reporting Program

Revised April 19, 2026

I. ESTABLISHMENT OF PROGRAM AND PURPOSE

The County of Monterey routinely applies a variety of conditions to projects requiring environmental review and discretionary approval by the Appropriate Authority with jurisdiction to consider such matters. Such conditions include, but are not limited to, mitigation measures identified in a mitigated negative declaration ("MND") or an environmental impact report ("EIR") prepared pursuant to the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*, "CEQA") and other conditions, both standard and unique, that are not mitigation measures (collectively "Conditions of Approval").

In addition, CEQA and the CEQA Guidelines (Title 14, Chapter 3, Section 15000 *et seq*., of the California Code of Regulations) contain provisions for local agencies' monitoring and reporting on mitigation measures imposed on projects for which a MND or an EIR has been prepared and adopted or certified. (Pub. Res. Code §21081.6; Cal. Code Regs., tit. 14, §15097.) On December 5, 2000, the Monterey County Board of Supervisors adopted Ordinance No. 04087, thereby incorporating into the Monterey County Code the existing State CEQA Guidelines as they may be amended from time to time. Ordinance No. 04087, codified at Chapter 16.70 of the Monterey County Code, became effective on January 5, 2001.

There is hereby established this Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") for discretionary land use permits that are approved with mitigation measures. This Program applies to all conditions of approval for such permits, including mitigation measures as well other conditions of approval that are imposed for reasons other than CEQA mitigation. The Program is designed to provide for tracking, monitoring, enforcement and reporting upon Conditions of Approval, and fulfills the requirements of CEQA and the CEQA Guidelines for monitoring and reporting on implementation of mitigation measures imposed under CEQA. The Program also provides detailed procedures to be followed by County departments. This Program is intended to direct monitoring and enforcement of project-specific Conditions of Approval and to set forth the responsibilities of County departments for various aspects of monitoring, reporting, and enforcement to ensure full compliance with Conditions of Approval.

This Program does not apply to discretionary land use approvals that have no mitigation measures, for example, projects which do not rely upon a MND or EIR for environmental review ("Exempt Projects"). Although Exempt Projects are not subject to this Program, the County of Monterey shall monitor compliance with the conditions of approval applied to Exempt Projects per the procedures set forth in Section II.F below.

II. IMPLEMENTATION RESPONSIBILITIES

A. Housing and Community Development -- Planning

The Planning section of Housing and Community Development (HCD)- Planning ("Planning" or HCD-Planning"), through the Chief of Planning ("Director") and his or her designees shall have the primary responsibility for implementation, compliance and enforcement of this Program.

A Condition of Approval Program Supervisor ("CAPS") within Planning may assist the Director in implementing this Program. While preserving County's discretion over managing staff and allocating resources, the County recognizes the importance of devoting staff resources to carry out this Program to ensure the implementation of mitigation measures imposed as conditions of approval on discretionary land use entitlements.

The County may charge reasonable fees to project applicants to recover the cost of the Program in accordance with state law. Such fees may be imposed for reimbursement of actual costs of implementation and enforcement of Conditions of Approval that require field inspection, continuous or long-term monitoring, or the preparation and/or review of reports by County staff. Any such fees shall be approved by the Board of Supervisors before being imposed. On larger projects where an outside consultant is hired to undertake condition compliance and report to the County, the applicant shall pay all costs associated with the outside consultant.

B. Responsibility of Other County Land Use Departments

1. Condition Compliance Verification

All departments, officials, and employees of the County involved in processing, reviewing, recommending, or approving applications for permits or land use entitlements for projects for which Conditions of Approval are proposed and adopted, including but not limited to: Planning, Engineering Services, Environmental Services, Building Services and Housing of HCD; and the Environmental Health Bureau ("EHB") of the Monterey County Health Department (collectively "Responsible Departments"), shall implement, enforce, and assist the Director in implementing and enforcing the provisions of this Program as set forth herein. The Director or the CAPS acting under the Director's supervision shall coordinate and oversee Responsible Departments' implementation of the Program. Responsible Departments shall timely prepare the verifications described in Section II.B. The Monterey County Water Resources Agency is not a department of the County, but may be requested to assist the Director in the implementation and enforcement of the Program as applicable. Other special districts within Monterey County, for example fire districts, may also be requested to assist in the implementation and enforcement of the Program (collectively "Advisory Agencies").

Where particular Conditions of Approval recommended by a Responsible Department are imposed, the recommending Responsible Department shall be primarily responsible for ensuring any Condition of Approval is fully implemented in accordance with the procedures and timelines, if any, specified in the Condition of Approval/Mitigation Monitoring and Reporting

Plan (as described in Section III.A.3, below) adopted at the time of project approval. County will request the Advisory Agencies to verify implementation of the conditions they recommended and to follow the procedures required of the Responsible Departments.

Any modification of a Condition of Approval (including any mitigation measure) identified in a MND or EIR must be reviewed by the Responsible Department that recommended it, and approved by the Appropriate Authority as allowed by Monterey County Code.

When a project applicant who has received a land use entitlement seeks to have the County determine that the applicant has satisfied and complied with Condition of Approval, the Responsible Department which recommended the Condition of Approval shall complete a "Condition Compliance Form" ("CCF") (see template at **Attachment 2**, attached hereto) in the County's electronic database for permit tracking, Accela Automation ("Accela"). The Responsible Department completing the CCF shall promptly enter a copy of the CCF, along with the supporting documentation, into the Accela Documents module.

Prior to the issuance of any permit (e.g, construction permit) for an approved project upon which mitigation measures have been imposed, the Responsible Department must verify that the applicable Conditions of Approval have been met. The method of verification shall be completion of the CCF as set forth above.

Accela shall include a condition compliance report viewable to the public. The electronic form in the Accela database shall serve as the CCF. A copy of the CCF template is attached. The CCF shall specify the project name and number, and condition/ mitigation measure number, as well as provide a description of the mitigation measure or condition of approval, the date the mitigation measure or condition was satisfied, how it was satisfied, and the County employee or officer of the Responsible Department who deemed the condition satisfied.

In the event the project applicant has not fully complied or refuses to comply with a Condition of Approval within the scheduled or reporting deadline(s) specified in the Conditions of Approval, or within a reasonable time if no timeline is specified, the Responsible Department that recommended the Condition of Approval shall promptly fill out a CCF by completing the Comment Log in Accela which provides detailed information about the Condition of Approval and the basis for finding that the applicant has failed to comply with it. The Responsible Department shall promptly enter a copy of the CCF in the Accela Documents module and notify Planning, through the assigned Planning staff or the CAPS. HCD-Planning shall then decide which of the actions specified in Section III.D.2 herein shall be taken by the Director or other authorized enforcement official. After the issue is resolved, the CCF shall be updated to reflect the outcome.

In the event any type of action pursuant to Section III.D.2, including a code enforcement action, is taken by the Director or other authorized enforcement official, all documentation associated with corrective enforcement shall be incorporated in Code Enforcement's official files. The files shall reflect the final action taken by the County to achieve compliance with the Conditions of Approval. After the issue is resolved, the CCF shall be updated to reflect the outcome. Nothing in this Program, however, requires the County to release documents that it is

not otherwise legally required to disclose.

The Program requirements for verification of condition compliance may be adapted to situations in which the project proponent is not pursuing a project after entitlement, for example, due to litigation, administrative appeals to the California Coastal Commission, owner's decision not to pursue the project, or other such circumstances. The adaptations to Program requirements include, without limitation, the following:

a. Verification of condition compliance is not required for project approvals that expired, including tentative map approvals which have expired, where no final map was filed.
b. Verification of condition compliance is not required for projects which are in litigation and not being pursued by the project applicant during the pendency of the litigation.
c. Verification of condition compliance is not required for project entitlements which are on appeal to the California Coastal Commission during the pendency of the appeal.
d. For dormant subdivisions, the Responsible Department may identify the subdivision as "dormant" or "inactive," and need not address the status of each condition until the subdivision becomes active. "Dormant" or "inactive" subdivisions are those meeting the following criteria: 1) the tentative map approval has not expired and a final map has not yet been filed but the subdivider did not actively pursue condition compliance in the prior calendar year; and 2) the tentative map approval has not expired and the subdivider previously filed a phased final map, but one or more future final map phases remain, which future phases subdivider did not actively pursue in the prior calendar year.

C. Distribution and Availability.

As part of the application process for a discretionary land use entitlement, the Director shall provide a copy of this Program with the attached template for the Agreement to Implement a Mitigation Monitoring and/or Reporting Plan (or electronic link to the Program and attachments) to County staff, project applicants and/or applicants' attorneys as applicable, and any member of the public requesting a copy. Planning may consider other means of making this Program available to the public. Copies of these documents shall also be available to the public at the Planning Department's public counter and on the County's electronic database (described in Section II.D).

D. Electronic Database.

The County shall use the electronic database, Accela Automation or similar system, ("Accela") for tracking compliance with Conditions of Approval so that such electronically stored information or documentation is more readily and easily accessible by the public and usable by the public for the purpose of tracking compliance with Conditions of Approval for any specific project. Such database shall include the ability to generate a condition compliance report and view copies of any CCFs. Copies of any supporting documentation pursuant to Section

II.B.1 shall be made available in Accela unless infeasible. "Infeasible" means that the document has some feature, such as a unique size or magnitude that would make electronic storage technologically difficult or would render the document hard to read if stored electronically. If electronic storage is infeasible, the document shall be retained in hard copy with a note in Accela indicating where the document is kept.

E. Revisions.

Any revision to this program shall be presented to the Board of Supervisors, for action at a noticed public hearing, and shall not be placed on the Consent Calendar. At least ten (10) days prior to action on a revision of this Program by the Board of Supervisors, notice of the proposed action shall be published in a newspaper of general circulation along with a description of how the public can obtain a paper copy of the proposed action and the related staff report.

F. Procedures for Exempt Projects.

As defined in Section I, Exempt Projects are discretionary land use approvals that have no mitigation measures, for example, projects which do not rely upon a MND or EIR for environmental review. Notwithstanding their exemption from this Program, if an Exempt Project is approved with conditions of approval, then the Responsible Department shall monitor compliance with such conditions. The Responsible Department shall complete the CCF form and enter it into Accela for each condition of approval of an Exempt Project, indicating whether and how the condition has been met. In the event the project applicant has not fully complied or refuses to comply with a condition of approval within the scheduled or reporting deadline(s) specified in the condition of approval, or within a reasonable time if no timeline is specified, the Responsible Department shall complete the CCF describing the basis for finding, that the applicant has failed to comply with the condition and shall enter the CCF into Accela. The Responsible Department shall, unless it is infeasible to do so, make available in Accela the documentation upon which the CCF determination was made and, if such documentation exists in hard copy, shall also maintain hard copy of such documentation in the Department's files. If a CCF identifies that an applicant has failed to comply with a condition of approval of an Exempt Project, the Responsible Department shall take such steps as are feasible, within the determination of the Department, to obtain compliance with the condition and/or notify Code Enforcement.

III. PROCEDURES.

A. Procedures to ensure that proposed Conditions of Approval are imposed as enforceable conditions at the time of project approval.

1. Findings and Conditions of Approval.

Conditions of Approval recommended by Responsible Departments, and approved by any County decision-making body, shall, where applicable, conform to the requirements for a mitigation, monitoring and reporting program as set forth in CEQA (Public Resources Code section 21081.6) and its guidelines (CEQA Guidelines section 15097).

2. Agreement to Implement a Condition of Approval/Mitigation Monitoring

and Reporting Plan.

Each applicant for an approved project that includes Conditions of Approval shall be required to enter into an Agreement to Implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan ("Agreement"), in the same or substantially the same form as the template for the Agreement attached hereto as **Attachment 1.** The Chief of Planning shall have authority to execute the Agreement on behalf of the County. The Agreement shall be recorded. For projects that are directly undertaken by the County (such as those listed in CEQA Guidelines section 15378(a)(1)) and that are subject to mitigation measures stemming from a MND or EIR, the County is not required to enter into an Agreement but shall monitor implementation of mitigation measures.

3. Contents of a Condition of Approval/Mitigation Monitoring and Reporting Plan.

A Condition of Approval/Mitigation Monitoring and Reporting Plan ("Plan") shall be included in every Agreement and shall list every Condition of Approval approved for a project. The Plan shall be prepared by Planning staff with assistance from Responsible Departments that recommend specific conditions and/or mitigation measures (consistent with Section III.B), and shall be incorporated within the report recommending project approval to the decision-making body. Each Condition of Approval shall be clearly written and include the following, as applicable:

a. A schedule for implementation of each Condition of Approval. If a Condition of Approval requires continuous or frequent (e.g., annual/daily) monitoring, the frequency and duration of required monitoring shall be specified (e.g., for five years/during construction);

b. The objective or standard used to quantify compliance with the condition (e.g., a threshold adopted by a state or regional agency, General Plan policy, Monterey County Code or regulation);

c. Identification of the person, consultant, or agency responsible for carrying out the field inspection, monitoring of a mitigation measure, or preparation of a report on the status of a Condition of Approval or final approval. Consultants assigned to the task of monitoring or reporting shall be on the County's list of approved consultants or shall be a State-licensed or qualified professional (e.g., registered civil engineer, etc.); and

d. The Responsible Department that will carry out the implementation, monitoring, and reporting tasks required under each Condition of Approval imposed.

B. Procedures to ensure compliance with the mitigation monitoring and reporting requirements of CEQA.

1. If the Director or his or her designee determines that a project is not statutorily or categorically exempt from CEQA and will require certification of an EIR or adoption of an MND, Planning staff shall:

a. Provide a copy of this Program to the Applicant or his or her agent; and

b. Work with the CAPS and the Responsible Department to ensure that mitigation measures developed by any consultant(s) or by County staff are adequately and clearly written to mitigate significant impacts to the environment to the extent feasible. Measures shall be written so that the effectiveness can be monitored and quantified, and the mitigation measures are enforceable through permit conditions, agreements, or other legally binding instruments.

2. The CAPS, assigned Planning staff, and appropriate Responsible Departments staff shall, as appropriate, attend project scoping meetings, or meetings specially convened for the particular project, including Interagency Review (IAR), Development Review Committee (DRC), or equivalent interdepartmental staff meeting, to provide guidance and direction on working with the requirements of Public Resources Code section 21081.6 and CEQA Guidelines section 15097.

3. The CAPS, assigned Planning staff, and appropriate Responsible Departments staff shall work with consultants and responsible agencies, as applicable, to coordinate compliance with this Program.

4. Initial Studies for projects that result in proposed adoption of a MND or certification of an EIR, shall be reviewed by Planning staff and the appropriate Responsible Department staff and, as necessary or feasible, by the Office of County Counsel to determine that the mitigation measures are clearly written and are enforceable through permit conditions, agreements, or other legally binding instruments before recommending the project to the Appropriate Authority.

5. The County shall provide training to Planning staff and staff in Responsible Departments, who prepare, monitor, or report on compliance with mitigation measures pursuant to Public Resources Code section 21081.6 and CEQA Guidelines section 15097. The County shall maintain a record of the training provided. A training program shall be developed by HCD-Planning and County Counsel and provided to the Director and to Responsible Departments. The training program shall emphasize how to write mitigation measures in a manner that is clear and enforceable through permit conditions, agreements, or other legally binding instruments, how to determine when a condition has been fully implemented, when and how to complete a CCF, and how to enter the CCF and supporting documentation promptly into the Accela Document module in accordance with this Program. The training program shall also include the procedures for Responsible Departments to verify and certify the status of Conditions of Approval for purposes of the Responsible Department's Certification of Pre-filing Conditions of Approval for final maps. Training programs shall be conducted annually. Attendance shall be taken for the annual training session. The attendance

documentation shall be maintained by HCD and shall be public records. Additionally, HCD staff shall provide training on the Program requirements to newly hired planners within HCD within six months of the start of their employment.

C. Procedures to ensure that a Plan is imposed and adopted at the time of project approval for projects that have mitigation measures.

1. No recommendation for approval shall be delivered to an Appropriate Authority for any project requiring a Condition of Approval/Mitigation Monitoring and Reporting Plan unless a copy of the Plan is attached.

2. Planning staff shall ensure that any final resolution for an Appropriate Authority approving a project for which Conditions of Approval have been adopted contains language that specifies adoption of a Plan.

D. Procedures to ensure that Conditions of Approval incorporated into a Plan are fully and consistently enforced through agreement or other acceptable and legal measures.

1. No project subject to this Program for which Conditions of Approval are recommended shall be presented to any Appropriate Authority unless the Conditions of Approval include a condition requiring the project applicant to agree to enter into an Agreement, except as provided in Section III.A.2. The Agreement shall be executed and recorded by the applicant no later than sixty (60) days after project approval or prior to the issuance of the first ministerial permit or commencement of construction on the project, whichever event occurs first. In no event shall an applicant be deemed to have fully satisfied all Conditions of Approval of a project unless an Agreement has been executed and recorded.

2. If a CCF identifies that an applicant has failed to comply with any adopted Condition of Approval or a Plan, Planning staff shall immediately notify the applicant in writing, and request to meet and confer over the alleged failure to comply. The applicant and appropriate County staff shall meet and confer within 30 days of the notice. If construction is on-going on a project for which the meet and confer process has been invoked, HCD staff shall issue a "Stop Work Order" that shall be effective at least during the meet and confer process. If the alleged failure to comply is resolved during the meeting and confer process, any "Stop Work Order" may be lifted at such time as the remedial action is completed or the County indicates in writing that the failure to comply with the condition no longer exists. If the alleged failure to comply is not resolved pursuant to the meet and confer process, any "Stop Work Order" shall continue in effect, and the County shall issue a "Notice of Violation," other notice of County's intent to pursue a Code Enforcement action, and/or shall take other action designed to enforce the applicant's obligations pursuant to the Conditions of Approval or Plan. If construction is not on-going and the Director finds reasonable cause to believe a violation exists, the Director is authorized to take such measures as deemed necessary or expedient to enforce and secure compliance as authorized under Monterey County Code Titles 1, 19, 20, and 21, as applicable.

E. Procedures to Ensure that Pre-filing Conditions of Approval are Fully Met Prior to Filing Final Map.

The Director or its designated representative shall review the Program to ensure that all applicable pre-filing Conditions of Approval have been fully met and signed off consistent with the terms and conditions of the Program prior to filing of a Final Subdivision Map. The Director or his or her designated representative shall verify compliance by ensuring each Responsible Department has certified compliance with its department's pre-filing Conditions of Approval. The Director or his or her designated representative shall represent to the Board of Supervisors in the staff report to the Board regarding the request for approving a Final Map that all pre-filing Conditions of Approval have been fully implemented. Specifically, the staff report will include a signed form from each Responsible Department certifying the department's compliance with the applicable Conditions of Approval and attach a copy of the Responsible Department's Condition Compliance Certification Report. (See sample at **Attachment 4** attached hereto.) Each Responsible Department shall be responsible for verifying that its department's pre-filing Conditions of Approval have been met. (See template at **Attachment 3** attached hereto.)

F. Procedures to Ensure that Post-filing Conditions of Approval are Fully Implemented After Filing Final Map.

The Director or his or her designated representative shall ensure that post-filing Conditions of Approval and on-going Conditions of Approval that survive the filing of the Final Subdivision Map and that are not yet met will be monitored by the appropriate Responsible Department.

G. Effective Date.

This revised Condition of Approval and Mitigation Monitoring and Reporting Program, shall go into effect immediately upon adoption by the Board of Supervisors ("Effective Date") and shall govern condition compliance on or after the Effective Date.

Attachments:
1) Agreement to Implement a Condition of Approval/Mitigation Monitoring and Reporting Plan
2) CCF template
3) Template for Responsible Department's Certification for Pre-filing Conditions of Approval
4) Sample Condition Compliance Certification Report

ATTACHMENT 1

When Recorded, Return To:
COUNTY OF MONTEREY HOUSING &
COMMUNITY DEVELOPMENT - PLANNING
ATTN: [**PLANNER'S NAME**]
1441 SCHILLING PLACE, SOUTH 2ND FLOOR
SALINAS, CA 93901
(831) 755-5025

Space above for Recorder's Use

AGREEMENT TO IMPLEMENT A CONDITION OF APPROVAL/MITIGATION MONITORING AND REPORTING PLAN

IN ACCORDANCE with section 21081.6 of the California Public Resources Code, and section 15097 of Title 14, Chapter 3 of the California Code of Regulations, this Agreement ("AGREEMENT") is made by and between the County of Monterey, a political subdivision of the State of California ("COUNTY"), and **Property Owner(s) Name** ("OWNER"), upon the following facts and circumstances:

A. COUNTY routinely applies conditions to projects requiring discretionary approvals when such projects are approved by the appropriate authority with jurisdiction to consider such matters. Such conditions ("Conditions of Approval") include, but are not limited to, mitigation measures identified in a Mitigated Negative Declaration ("MND") or Environmental Impact Report ("EIR") prepared pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq., "CEQA"), and other conditions, both standard and unique, that are not mitigation measures.

B. OWNER is the owner of certain real property described in "Exhibit A", attached hereto and made a part hereof, hereinafter referred to as the subject property.

C. On **[HEARING DATE]**, pursuant to County Resolution No. **XX-XXX**, subject to the conditions listed therein, the **[APPROVING BODY]** adopted a Mitigated Negative Declaration/certified an EIR approving a **Entitlement***, File No. **Permit Number***, and adopted a Condition of Approval/Mitigation Monitoring and Reporting Plan ("the Plan"). The Plan is attached hereto as "Exhibit B" and incorporated herein by reference. Resolution No. **XX-XXX** is on file in Housing and Community Development – Planning.

D. As required by CEQA, OWNER agrees to implement the Plan.

E. OWNER has reviewed COUNTY's Condition of Approval/Mitigation Monitoring and Reporting Plan.

NOW, THEREFORE, in consideration of COUNTY's above-referenced adoption of a Mitigated Negative Declaration/certification of an EIR and approval of a **Entitlement***, File No. **Permit Number***, OWNER agrees as follows:

1. Condition of Approval/Mitigation Monitoring and Reporting Plan. OWNER hereby agrees to implement the Plan attached hereto as "Exhibit B".

TEMPLATE

1.01 Cost of Monitoring and/or Reporting. At OWNER's sole cost and expense, OWNER shall be responsible for the monitoring and/or reporting as may be required by the Plan.

1.02 Alternative Mitigation Measure(s). If, for any reason, any mitigation measure specified in the Plan cannot be implemented due to factors beyond the control of OWNER and/or COUNTY, the Chief the Planning may, after good faith negotiation with OWNER, recommend substitution of another mitigation measure at a noticed public hearing before the decision-making body which originally approved the Permit herein.

2. Binding Effect. This AGREEMENT shall be construed as a covenant running with the land and shall bind and benefit COUNTY, its successors and assigns, and OWNER and its successors in interest.

3. Failure to Implement Mitigation Measures/Conditions of Project Approval. The parties acknowledge that if OWNER fails to comply with any adopted Condition of Approval and/or the Plan, Planning Staff shall immediately notify OWNER in writing, and request to meet and confer over the alleged failure to comply. The applicant and appropriate County staff shall meet and confer within 30 days of the notice. If construction is ongoing on a project for which the meet-and-confer process has been invoked, Planning Staff shall issue a "Stop Work Order" that shall be effective at least during the meet-and-confer process. If the alleged failure to comply is resolved during the meet-and-confer process, any "Stop Work Order" may be lifted when either the remedial action is completed or COUNTY indicates in writing that the failure to comply condition no longer exists. If the alleged failure to comply is not resolved pursuant to the meet-and-confer process, any "Stop Work Order" shall continue in effect, and COUNTY shall issue a "Notice of Violation" or other notice of COUNTY's intent to pursue a Code Enforcement action, and/or take other action to enforce OWNER's obligations pursuant to the Conditions of Approval or the Plan. The parties further acknowledge that OWNER's obligations under this AGREEMENT are unique and that, in the event of a breach of this AGREEMENT by OWNER, the remedy of damages or any other remedy may be inadequate to fulfill this AGREEMENT's purpose. Therefore, the parties agree that, in addition to any other remedies available to COUNTY, COUNTY shall be entitled to the remedy of specific performance. If exercised, the specific performance remedy shall be cumulative not inclusive, and shall be in addition to any other remedy available to any of the other parties.

4. Severability. Should any provision of this AGREEMENT be found invalid or unenforceable, such determination shall not affect the validity and enforceability of any other provision of this AGREEMENT.

5. Interpretation. It is agreed by the parties that this AGREEMENT has been arrived at through negotiation. Consequently, neither party is to be deemed the party that prepared this AGREEMENT for purposes of California Civil Code section 1654.

6. Amendments. This AGREEMENT may be amended only by a written document signed by the parties.

7. Recordation. Upon execution of this AGREEMENT, the parties shall cause recordation thereof with the County of Monterey Recorder's Office.

TEMPLATE

8. Mitigation Monitoring Fee. Upon execution of this AGREEMENT, OWNER shall pay COUNTY a mitigation monitoring fee of $XXXX.XX for projects having XX to XX mitigation measures, pursuant to the Board of Supervisors' adopted fee schedule.

9. Legal Fees. If suit is commenced on this AGREEMENT, the prevailing party shall be entitled to reasonable attorney, accountant and professional fees, and costs incurred.

IN WITNESS WHEREOF, the party(ies) hereto have executed this Agreement on the day and year set out opposite his/her/their respective signature(s).

Owner(s):

Dated: _____

Owner Name* dated [DATE]

By: _____
(Signature)

_____
(Print or Type Name and Title)

TEMPLATE

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)

TEMPLATE

COUNTY OF MONTEREY

Date: _____ By: _____

Craig Spencer, Director
County of Monterey Housing and Community Development Department

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,_____,
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_____

APPROVED AS TO FORM:
[NAME], County Counsel

By: _____
[TITLE]

_____
(Print or Type Name)

TEMPLATE

ATTACHMENT 2

Monterey County

Condition Compliance Form

File No: PLNXXXX
Project Name: PROJECT NAME
Condition Number: CONDITION #
Condtion Name: [CONDITION NAME]
Responsible Department: PLANNING
Current Condition Status: MET

Text of Condition/Mitigation Monitoring Measure:
[ENTER TEXT HERE]

Compliance or Monitoring Action to be Performed:
[ENTER TEXT HERE]

Verification of Compliance/Non-Compliance:
[ENTER TEXT HERE]

Attach Evidence of Compliance (field visits, letters, e-mails, phone calls, reports, etc.)

TEMPLATE

ATTACHMENT 3

[DEPARTMENT LETTERHEAD]

DEPARTMENT/AGENCY CONDITIONS OF APPROVAL & MITIGATION MEASURES
COMPLIANCE CERTIFICATION FORM

PLN######
[PROJECT NAME]
HCD - PLANNING

Date: [MONTH, DAY, YEAR]

To: [NAME], Chief of Planning

From: [RESPONSIBLE DEPT. STAFF NAME], [TITLE]

Subject: Certifying Compliance with Applicable Conditions of Approval and Mitigation Measures for Project: PLN###### – [PROJECT NAME]

In accordance with the County of Monterey Condition of Approval and Mitigation Monitoring and Reporting Program, (adopted by the Monterey County Board of Supervisors Resolution No. 22-XXX), [AGENCY/DEPARTMENT AND GROUP] has submitted the attached Condition Compliance Certification Report that lists all [AGENCY/ DEPARTMENT AND GROUP] Conditions of Approval for the following proposed final map: PLN###### (approved on [DATE] by the County of Monterey [APPROVING BODY], Resolution No. XX-XXX).

I hereby certify that the applicant for the final map has complied with the Planning conditions of approval and/or mitigation measures required to be met prior to the filing of the final map and that staff has entered the corresponding Condition Compliance Form(s) and supporting documentation into the County's electronic database: Accela Automation, also known as "Accela." If conditions have requirements that apply prior to the final map as well as after the filing of the applicable final map, the condition is met for purposes of the filing of this final map but is listed as "met" in Accela to reflect that later compliance actions are also required by the condition.

_____ _____

[RESPONSIBLE DEPARTMENT LEADER NAME, AGENCY/ DEPARTMENT AND GROUP] [DATE]

CC: Craig Spencer, HCD - Director

Attachment: HCD - Planning Condition Compliance Certification Report for PLN######

SAMPLE

ATTACHMENT 4

Attachment 4

Condition Compliance Certification Report

PLNXXXX

[PROJECT NAME FINAL MAP]

Public Works Department

Condition	Condition Title	Status	Status Comment	Staff Initial
19.	PW0015 – UTILITY'S COMMENTS	Met		XX
20.	PW0031 - PARCEL MAP	Met		XX
21.	PW0036 - EXISTING EASEMENTS AND ROW	Met		XX
22.	PW0045 – COUNTYWIDE TRAFFIC FEE	Partially Met	Met for Parcel Map Recordation Only.	XX
23.	PW0043 - REGIONAL DEVELOPMENT IMPACT FEE	Partially Met	Met for Parcel Map Recordation Only.	XX

SAMPLE

Attachment D

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County of Monterey
Condition of Approval and Mitigation Monitoring and Reporting Program

Revised April 19, ~~2022~~2026

I. ESTABLISHMENT OF PROGRAM AND PURPOSE

The County of Monterey routinely applies a variety of conditions to projects requiring environmental review and discretionary approval by the Appropriate Authority with jurisdiction to consider such matters. Such conditions include, but are not limited to, mitigation measures identified in a mitigated negative declaration ("MND") or an environmental impact report ("EIR") prepared pursuant to the California Environmental Quality Act (Public Resources Code section 21000 *et seq.*, "CEQA") and other conditions, both standard and unique, that are not mitigation measures (collectively "Conditions of Approval").

In addition, CEQA and the CEQA Guidelines (Title 14, Chapter 3, Section 15000 *et seq*., of the California Code of Regulations) contain provisions for local agencies' monitoring and reporting on mitigation measures imposed on projects for which a MND or an EIR has been prepared and adopted or certified. (Pub. Res. Code §21081.6; Cal. Code Regs., tit. 14, §15097.) On December 5, 2000, the Monterey County Board of Supervisors adopted Ordinance No. 04087, thereby incorporating into the Monterey County Code the existing State CEQA Guidelines as they may be amended from time to time. Ordinance No. 04087, codified at Chapter 16.70 of the Monterey County Code, became effective on January 5, 2001.

There is hereby established this Condition of Approval and Mitigation Monitoring and Reporting Program ("Program") for discretionary land use permits that are approved with mitigation measures. This Program applies to all conditions of approval for such permits, including mitigation measures as well other conditions of approval that are imposed for reasons other than CEQA mitigation. The Program is designed to provide for tracking, monitoring, enforcement and reporting upon Conditions of Approval, and fulfills the requirements of CEQA and the CEQA Guidelines for monitoring and reporting on implementation of mitigation measures imposed under CEQA. The Program also provides detailed procedures to be followed by County departments. This Program is intended to direct monitoring and enforcement of project-specific Conditions of Approval and to set forth the responsibilities of County departments for various aspects of monitoring, reporting, and enforcement to ensure full compliance with Conditions of Approval.

This Program does not apply to discretionary land use approvals that have no mitigation measures, for example, projects which do not rely upon a MND or EIR for environmental review ("Exempt Projects"). Although Exempt Projects are not subject to this Program, the County of Monterey shall monitor compliance with the conditions of approval applied to Exempt Projects per the procedures set forth in Section II.F below.

II. IMPLEMENTATION RESPONSIBILITIES

A. Housing and Community Development -- Planning

The Planning section of Housing and Community Development (HCD)- Planning ("Planning" or HCD-Planning"), through the Chief of Planning ("Director") and his or her designees shall have the primary responsibility for implementation, compliance and enforcement of this Program.

A Condition of Approval Program Supervisor ("CAPS") within Planning may assist the Director in implementing this Program. While preserving County's discretion over managing staff and allocating resources, the County recognizes the importance of devoting staff resources to carry out this Program to ensure the implementation of mitigation measures imposed as conditions of approval on discretionary land use entitlements.

The County may charge reasonable fees to project applicants to recover the cost of the Program in accordance with state law. Such fees may be imposed for reimbursement of actual costs of implementation and enforcement of Conditions of Approval that require field inspection, continuous or long-term monitoring, or the preparation and/or review of reports by County staff. Any such fees shall be approved by the Board of Supervisors before being imposed. On larger projects where an outside consultant is hired to undertake condition compliance and report to the County, the applicant shall pay all costs associated with the outside consultant.

B. Responsibility of Other County Land Use Departments

1. Condition Compliance Verification

All departments, officials, and employees of the County involved in processing, reviewing, recommending, or approving applications for permits or land use entitlements for projects for which Conditions of Approval are proposed and adopted, including but not limited to: Planning, Engineering Services, Environmental Services, Building Services and Housing of HCD; and the Environmental Health Bureau ("EHB") of the Monterey County Health Department (collectively "Responsible Departments"), shall implement, enforce, and assist the Director in implementing and enforcing the provisions of this Program as set forth herein. The Director or the CAPS acting under the Director's supervision shall coordinate and oversee Responsible Departments' implementation of the Program. Responsible Departments shall timely prepare the verifications described in Section II.B. The Monterey County Water Resources Agency is not a department of the County, but may be requested to assist the Director in the implementation and enforcement of the Program as applicable. Other special districts within Monterey County, for example fire districts, may also be requested to assist in the implementation and enforcement of the Program (collectively "Advisory Agencies").

Where particular Conditions of Approval recommended by a Responsible Department are imposed, the recommending Responsible Department shall be primarily responsible for ensuring any Condition of Approval is fully implemented in accordance with the procedures and timelines, if any, specified in the Condition of Approval/Mitigation Monitoring and Reporting

Plan (as described in Section III.A.3, below) adopted at the time of project approval. County will request the Advisory Agencies to verify implementation of the conditions they recommended and to follow the procedures required of the Responsible Departments.

Any modification of a Condition of Approval (including any mitigation measure) identified in a MND or EIR must be reviewed by the Responsible Department that recommended it, and approved by the Appropriate Authority as allowed by Monterey County Code.

When a project applicant who has received a land use entitlement seeks to have the County determine that the applicant has satisfied and complied with Condition of Approval, the Responsible Department which recommended the Condition of Approval shall complete a "Condition Compliance Form" ("CCF") (see template at **Attachment 2**, attached hereto) in the County's electronic database for permit tracking, Accela Automation ("Accela"). The Responsible Department completing the CCF shall promptly enter a copy of the CCF, along with the supporting documentation, into the Accela Documents module.

Prior to the issuance of any permit (e.g, construction permit) for an approved project upon which mitigation measures have been imposed, the Responsible Department must verify that the applicable Conditions of Approval have been met. The method of verification shall be completion of the CCF as set forth above.

Accela shall include a condition compliance report viewable to the public. The electronic form in the Accela database shall serve as the CCF. A copy of the CCF template is attached. The CCF shall specify the project name and number, and condition/ mitigation measure number, as well as provide a description of the mitigation measure or condition of approval, the date the mitigation measure or condition was satisfied, how it was satisfied, and the County employee or officer of the Responsible Department who deemed the condition satisfied.

In the event the project applicant has not fully complied or refuses to comply with a Condition of Approval within the scheduled or reporting deadline(s) specified in the Conditions of Approval, or within a reasonable time if no timeline is specified, the Responsible Department that recommended the Condition of Approval shall promptly fill out a CCF by completing the Comment Log in Accela which provides detailed information about the Condition of Approval and the basis for finding that the applicant has failed to comply with it. The Responsible Department shall promptly enter a copy of the CCF in the Accela Documents module and notify Planning, through the assigned Planning staff or the CAPS. HCD-Planning shall then decide which of the actions specified in Section III.D.2 herein shall be taken by the Director or other authorized enforcement official. After the issue is resolved, the CCF shall be updated to reflect the outcome.

In the event any type of action pursuant to Section III.D.2, including a code enforcement action, is taken by the Director or other authorized enforcement official, all documentation associated with corrective enforcement shall be incorporated in Code Enforcement's official files. The files shall reflect the final action taken by the County to achieve compliance with the Conditions of Approval. After the issue is resolved, the CCF shall be updated to reflect the outcome. Nothing in this Program, however, requires the County to release documents that it is

not otherwise legally required to disclose.

The Program requirements for verification of condition compliance may be adapted to situations in which the project proponent is not pursuing a project after entitlement, for example, due to litigation, administrative appeals to the California Coastal Commission, owner's decision not to pursue the project, or other such circumstances. The adaptations to Program requirements include, without limitation, the following:

a. Verification of condition compliance is not required for project approvals that expired, including tentative map approvals which have expired, where no final map was filed.
b. Verification of condition compliance is not required for projects which are in litigation and not being pursued by the project applicant during the pendency of the litigation.
c. Verification of condition compliance is not required for project entitlements which are on appeal to the California Coastal Commission during the pendency of the appeal.
d. For dormant subdivisions, the Responsible Department may identify the subdivision as "dormant" or "inactive," and need not address the status of each condition until the subdivision becomes active. "Dormant" or "inactive" subdivisions are those meeting the following criteria: 1) the tentative map approval has not expired and a final map has not yet been filed but the subdivider did not actively pursue condition compliance in the prior calendar year; and 2) the tentative map approval has not expired and the subdivider previously filed a phased final map, but one or more future final map phases remain, which future phases subdivider did not actively pursue in the prior calendar year.

~~2. Responsible Department's Annual Report~~

~~On or before the end of January of each year, each Responsible Department shall submit an annual report ("Responsible Department's Annual Report") to the Director and to County Counsel. The Responsible Department's Annual Report shall certify the status of their Conditions of Approval (including mitigation measures) for projects approved in the preceding calendar year that relied upon an EIR or MND ("calendar year projects") and for selected older projects. (See template for Responsible Department certification at **Attachment 3** attached hereto). The Responsible Department's Annual Report will not include projects which were denied in the prior calendar year. The CAPS' selection of older projects for inclusion in the Responsible Department's Annual Report shall focus on projects that meet one of the following criteria: a) the project applicant previously received a land use entitlement for a significant project in reliance on certification of an EIR and, in the prior calendar year, the holder of that entitlement sought to have the County determine that the applicant has satisfied and complied with Conditions of Approval; and b) subdivision projects for which the public has raised concerns during the prior calendar year to HCD-Planning about compliance with ongoing or unmet conditions after the filing of the final map.~~

~~CAPS shall transmit the list of the calendar year projects and selected older projects to the Responsible Departments for the purpose of Responsible Departments' Annual Report.~~

~~Responsible Department's Annual Report shall include and certify the status of applicable Conditions of Approval (including mitigation measures) of the calendar year and selected older projects and verify that the status of the applicable conditions has been recorded on the CCF and that the supporting documentation has been timely entered into Accela for the identified projects, utilizing the Responsible Department certification. (See template at **Attachment 3**.) For the selected older projects that meet criterion "b" above (subdivision projects with ongoing or unmet conditions after the filing of the final map), the Responsible Departments' Annual Report will be limited to reporting only on the status of applicable previously unmet or on-going conditions, not conditions which have already been previously met. Responsible Departments will transmit that certification to the CAPS. The Responsible Departments' certifications will be kept in CAPS's electronic file for the upcoming Annual Report to the Board.~~

C. Distribution and Availability.

As part of the application process for a discretionary land use entitlement, the Director shall provide a copy of this Program with the attached template for the Agreement to Implement a Mitigation Monitoring and/or Reporting Plan (or electronic link to the Program and attachments) to County staff, project applicants and/or applicants' attorneys as applicable, and any member of the public requesting a copy. Planning may consider other means of making this Program available to the public. Copies of these documents shall also be available to the public at the Planning Department's public counter and on the County's electronic database (described in Section II.D).

D. Electronic Database.

The County shall use the electronic database, Accela Automation or similar system, ("Accela") for tracking compliance with Conditions of Approval so that such electronically stored information or documentation is more readily and easily accessible by the public and usable by the public for the purpose of tracking compliance with Conditions of Approval for any specific project. Such database shall include the ability to generate a condition compliance report and view copies of any CCFs. Copies of any supporting documentation pursuant to Section II.B.1 shall be made available in Accela unless infeasible. "Infeasible" means that the document has some feature, such as a unique size or magnitude that would make electronic storage technologically difficult or would render the document hard to read if stored electronically. If electronic storage is infeasible, the document shall be retained in hard copy with a note in Accela indicating where the document is kept.

E. Revisions.

Any revision to this program shall be presented to the Board of Supervisors, for action at a noticed public hearing, and shall not be placed on the Consent Calendar. At least ten (10) days prior to action on a revision of this Program by the Board of Supervisors, notice of the proposed action shall be published in a newspaper of general circulation along with a description of how the public can obtain a paper copy of the proposed action and the related staff report.

F. Procedures for Exempt Projects.

As defined in Section I, Exempt Projects are discretionary land use approvals that have no mitigation measures, for example, projects which do not rely upon a MND or EIR for environmental review. Notwithstanding their exemption from this Program, if an Exempt Project is approved with conditions of approval, then the Responsible Department shall monitor compliance with such conditions. The Responsible Department shall complete the CCF form and enter it into Accela for each condition of approval of an Exempt Project, indicating whether and how the condition has been met. In the event the project applicant has not fully complied or refuses to comply with a condition of approval within the scheduled or reporting deadline(s) specified in the condition of approval, or within a reasonable time if no timeline is specified, the Responsible Department shall complete the CCF describing the basis for finding, that the applicant has failed to comply with the condition and shall enter the CCF into Accela. The Responsible Department shall, unless it is infeasible to do so, make available in Accela the documentation upon which the CCF determination was made and, if such documentation exists in hard copy, shall also maintain hard copy of such documentation in the Department's files. If a CCF identifies that an applicant has failed to comply with a condition of approval of an Exempt Project, the Responsible Department shall take such steps as are feasible, within the determination of the Department, to obtain compliance with the condition and/or notify Code Enforcement.

III. PROCEDURES.

A. Procedures to ensure that proposed Conditions of Approval are imposed as enforceable conditions at the time of project approval.

1. Findings and Conditions of Approval.

Conditions of Approval recommended by Responsible Departments, and approved by any County decision-making body, shall, where applicable, conform to the requirements for a mitigation, monitoring and reporting program as set forth in CEQA (Public Resources Code section 21081.6) and its guidelines (CEQA Guidelines section 15097).

2. Agreement to Implement a Condition of Approval/Mitigation Monitoring and Reporting Plan.

Each applicant for an approved project that includes Conditions of Approval shall be required to enter into an Agreement to Implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan ("Agreement"), in the same or substantially the same form as the template for the Agreement attached hereto as **Attachment 1.** The Chief of Planning shall have authority to execute the Agreement on behalf of the County. The Agreement shall be recorded. For projects that are directly undertaken by the County (such as those listed in CEQA Guidelines section 15378(a)(1)) and that are subject to mitigation measures stemming from a MND or EIR, the County is not required to enter into an Agreement but shall monitor implementation of mitigation measures.

3. Contents of a Condition of Approval/Mitigation Monitoring and Reporting Plan.

A Condition of Approval/Mitigation Monitoring and Reporting Plan ("Plan") shall be included in every Agreement and shall list every Condition of Approval approved for a project. The Plan shall be prepared by Planning staff with assistance from Responsible Departments that recommend specific conditions and/or mitigation measures (consistent with Section III.B), and shall be incorporated within the report recommending project approval to the decision-making body. Each Condition of Approval shall be clearly written and include the following, as applicable:

a. A schedule for implementation of each Condition of Approval. If a Condition of Approval requires continuous or frequent (e.g., annual/daily) monitoring, the frequency and duration of required monitoring shall be specified (e.g., for five years/during construction);

b. The objective or standard used to quantify compliance with the condition (e.g., a threshold adopted by a state or regional agency, General Plan policy, Monterey County Code or regulation);

c. Identification of the person, consultant, or agency responsible for carrying out the field inspection, monitoring of a mitigation measure, or preparation of a report on the status of a Condition of Approval or final approval. Consultants assigned to the task of monitoring or reporting shall be on the County's list of approved consultants or shall be a State-licensed or qualified professional (e.g., registered civil engineer, etc.); and

d. The Responsible Department that will carry out the implementation, monitoring, and reporting tasks required under each Condition of Approval imposed.

B. Procedures to ensure compliance with the mitigation monitoring and reporting requirements of CEQA.

1. If the Director or his or her designee determines that a project is not statutorily or categorically exempt from CEQA and will require certification of an EIR or adoption of an MND, Planning staff shall:

a. Provide a copy of this Program to the Applicant or his or her agent; and

b. Work with the CAPS and the Responsible Department to ensure that mitigation measures developed by any consultant(s) or by County staff are adequately and clearly written to mitigate significant impacts to the environment to the extent feasible. Measures shall be written so that the effectiveness can be monitored and quantified, and the mitigation measures are enforceable through permit conditions, agreements, or other legally binding instruments.

2. The CAPS, assigned Planning staff, and appropriate Responsible Departments staff shall, as appropriate, attend project scoping meetings, or meetings specially

convened for the particular project, including Interagency Review (IAR), Development Review Committee (DRC), or equivalent interdepartmental staff meeting, to provide guidance and direction on working with the requirements of Public Resources Code section 21081.6 and CEQA Guidelines section 15097.

~~3. On or before the end of January of each year, each Responsible Department shall submit the Responsible Department's Annual Report to the Director and to County Counsel in accordance with Section II.B.2 above.~~

~~4.~~3. The CAPS, assigned Planning staff, and appropriate Responsible Departments staff shall work with consultants and responsible agencies, as applicable, to coordinate compliance with this Program.

~~5.~~4. Initial Studies for projects that result in proposed adoption of a MND or certification of an EIR, shall be reviewed by Planning staff and the appropriate Responsible Department staff and, as necessary or feasible, by the Office of County Counsel to determine that the mitigation measures are clearly written and are enforceable through permit conditions, agreements, or other legally binding instruments before recommending the project to the Appropriate Authority.

~~6.~~5. The County shall provide training to Planning staff and staff in Responsible Departments, who prepare, monitor, or report on compliance with mitigation measures pursuant to Public Resources Code section 21081.6 and CEQA Guidelines section 15097. The County shall maintain a record of the training provided. A training program shall be developed by HCD-Planning and County Counsel and provided to the Director and to Responsible Departments. The training program shall emphasize how to write mitigation measures in a manner that is clear and enforceable through permit conditions, agreements, or other legally binding instruments, how to determine when a condition has been fully implemented, when and how to complete a CCF, and how to enter the CCF and supporting documentation promptly into the Accela Document module in accordance with this Program. The training program shall also include the procedures for Responsible Departments to verify and certify the status of Conditions of Approval for purposes of the ~~Responsible Department's Annual Report and procedure for~~ Responsible Department's Certification of Pre-filing Conditions of Approval for final maps. Training programs shall be conducted annually. Attendance shall be taken for the annual training session. The attendance documentation shall be maintained by HCD and shall be public records. Additionally, HCD staff shall provide training on the Program requirements to newly hired planners within HCD within ~~60 days~~six months of the start of their employment.

C. Procedures to ensure that a Plan is imposed and adopted at the time of project approval for projects that have mitigation measures.

1. No recommendation for approval shall be delivered to an Appropriate Authority for any project requiring a Condition of Approval/Mitigation Monitoring and Reporting Plan unless a copy of the Plan is attached.

2. Planning staff shall ensure that any final resolution for an Appropriate Authority approving a project for which Conditions of Approval have been adopted contains language that specifies adoption of a Plan.

D. Procedures to ensure that Conditions of Approval incorporated into a Plan are fully and consistently enforced through agreement or other acceptable and legal measures.

1. No project subject to this Program for which Conditions of Approval are recommended shall be presented to any Appropriate Authority unless the Conditions of Approval include a condition requiring the project applicant to agree to enter into an Agreement, except as provided in Section III.A.2. The Agreement shall be executed and recorded by the applicant no later than sixty (60) days after project approval or prior to the issuance of the first ministerial permit or commencement of construction on the project, whichever event occurs first. In no event shall an applicant be deemed to have fully satisfied all Conditions of Approval of a project unless an Agreement has been executed and recorded.

2. If a CCF identifies that an applicant has failed to comply with any adopted Condition of Approval or a Plan, Planning staff shall immediately notify the applicant in writing, and request to meet and confer over the alleged failure to comply. The applicant and appropriate County staff shall meet and confer within 30 days of the notice. If construction is on-going on a project for which the meet and confer process has been invoked, HCD staff shall issue a "Stop Work Order" that shall be effective at least during the meet and confer process. If the alleged failure to comply is resolved during the meeting and confer process, any "Stop Work Order" may be lifted at such time as the remedial action is completed or the County indicates in writing that the failure to comply with the condition no longer exists. If the alleged failure to comply is not resolved pursuant to the meet and confer process, any "Stop Work Order" shall continue in effect, and the County shall issue a "Notice of Violation," other notice of County's intent to pursue a Code Enforcement action, and/or shall take other action designed to enforce the applicant's obligations pursuant to the Conditions of Approval or Plan. If construction is not on-going and the Director finds reasonable cause to believe a violation exists, the Director is authorized to take such measures as deemed necessary or expedient to enforce and secure compliance as authorized under Monterey County Code Titles 1, 19, 20, and 21, as applicable.

~~E. Annual Report to the Board of Supervisors~~

~~1. The CAPS shall prepare an annual report ("Annual Report") that reports on the status of Plan compliance for all projects approved in the calendar year just ended ("calendar year projects") which relied on an EIR or MND. The Annual Report will include the following: 1) a summary chart of the listed projects and the status of condition compliance for each such project; and 2) the Responsible Department's Annual Reports which include a signed letter from each department verifying compliance with the Program and the department's Condition Compliance Certification Report for each of the listed projects. The Annual Report to the Board~~

~~need not include copies of the underlying individual CCFs for the projects that are the subject of the Annual Report. Each Responsible Department shall maintain the CCFs and the supporting documentation in accordance with Section II.B.1.~~

~~For the calendar year projects, the Annual Report shall report, in a sum and substance, on the number of projects approved with mitigation measures, any enforcement action pursuant to Section III.D.2, training provided pursuant to Section III.B.5, and any proposed action to modify Conditions of Approval for a project in the previous calendar year. If the approved project is on appeal to the California Coastal Commission (CCC) or other governmental body, the summary chart need identify only that the project is on appeal and need not report on the status of condition compliance. If the approved project is in litigation, the summary chart need only identify that the project is "in litigation" until the litigation is resolved and need not report on the status of condition compliance. The Annual Report will not include projects which were denied or extended in the calendar year just ended.~~

~~2. Additionally, each year, the CAPS may include in the Annual Report, in sum and substance, a summary of the status of compliance with applicable ongoing or previously unmet conditions for the selected "older projects" that were the subject of the Responsible Department's Annual Report (see Section II.B.2 above.) The CAPS, in consultation with County Counsel, may choose to report on a subset of these older projects in the Annual Report to the Board of Supervisors in a given year.~~

~~3. The Annual Report shall be presented to the Board of Supervisors at a noticed public hearing on or before the end of April of each year, beginning in April of 2020, and shall not be placed on the Consent Calendar. At least 10 days prior to the hearing on the Annual Report by the Board of Supervisors, notice of the hearing shall be published in a newspaper of general circulation along with a description of how the public can obtain an electronic copy of the Annual Report and the related staff report.~~

~~F.~~E. Procedures to Ensure that Pre-filing Conditions of Approval are Fully Met Prior to Filing Final Map.

The Director or its designated representative shall review the Program to ensure that all applicable pre-filing Conditions of Approval have been fully met and signed off consistent with the terms and conditions of the Program prior to filing of a Final Subdivision Map. The Director or his or her designated representative shall verify compliance by ensuring each Responsible Department has certified compliance with its department's pre-filing Conditions of Approval. The Director or his or her designated representative shall represent to the Board of Supervisors in the staff report to the Board regarding the request for approving a Final Map that all pre-filing Conditions of Approval have been fully implemented. Specifically, the staff report will include a signed form from each Responsible Department certifying the department's compliance with the applicable Conditions of Approval and attach a copy of the Responsible Department's Condition Compliance Certification Report. (See sample at **Attachment ~~5~~4** attached hereto.) Each Responsible Department shall be responsible for verifying that its department's pre-filing Conditions of Approval have been met. (See template at **Attachment 43** attached hereto.)

~~G.~~F. Procedures to Ensure that Post-filing Conditions of Approval are Fully Implemented After Filing Final Map.

The Director or his or her designated representative shall ensure that post-filing Conditions of Approval and on-going Conditions of Approval that survive the filing of the Final Subdivision Map and that are not yet met will be monitored by the appropriate Responsible Department. ~~The Responsible Departments shall report on the status of these on-going Conditions of Approval as part of the Responsible Department's Annual Report if requested by the CAPS.~~

~~H.~~G. Effective Date.

This revised Condition of Approval and Mitigation Monitoring and Reporting Program, shall go into effect immediately upon adoption by the Board of Supervisors ("Effective Date") and shall govern condition compliance on or after the Effective Date.

Attachments:
1) Agreement to Implement a Condition of Approval/Mitigation Monitoring and Reporting Plan
2) CCF template
~~3) Template for Responsible Department's Certification for Annual Report~~
~~4~~3) Template for Responsible Department's Certification for Pre-filing Conditions of Approval
~~5~~4) Sample Condition Compliance Certification Report

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County of Monterey

Item No.11

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

Board Report

Legistar File Number: OBM 26-053

April 21, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **April 21, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfi #	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	2017.20	11/19/19	Alejo	PWFP		Ishii	Lease agreement between the City of Salinas and the County of Monterey regarding County's parcel adjacent 855 East Laurel Drive in Salinas for the implementation of a BMX Bike Track, new Skate Park, and sidewalk on East Laurel Drive in Salinas.	An initial referral was initiated on September 15, 2017. On September 1, 2017, Supervisor Alejo held a meeting with the City of Salinas, County RMA staff, and a BMX bike park and skate park engineers/designers to review the property. County Staff conferred with City Staff relative to the City's update of their Parks Master Plan. RMA has also been coordinating with City staff regarding sidewalks on County-owned lands along East Laurel Drive adjacent to this property (between Sanborn Road and Constitution Boulevard). The referral was closed on May 7, 2019 for staff to pursue efforts for a Shelter at 855 E. Laurel. RMA is preparing to bring a master planning effort for use of County lands, specifically lands at Natividad/Laurel in Salinas. This matter is reinstated for reconsideration. Public comment on this item was received on January 14, 2020. Item was pulled from the June 16, 2020, Board meeting agenda and is on hold pending identification of funding. Staff to consult with requesting Supervisor prior to resubmitting item to the Board. PWFP staff continues to work with our state legislative consultants to identify potential grant opportunities. At the September 14, 2021 Board Meeting, the Board provided direction to PWFP staff to apply for Prop 68 grant funding. On January 20, 2022, the County submitted a $3 million application to the Prop 68 Regional Park Program. Project implementation is pending notification of a grant award. On August 24th, the County was notified that its project applications were not selected for grant funding - the process was highly competitive and oversubscribed. Staff will continue to find new opportunities to raise fund to build the project. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Staff received noticed from the Salinas Regional Sports Authority ("Authority") that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
3	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.	Pending
4	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
5	2021.25	11/16/2021	Askew	HCD		Spencer	East Garrison Street Renaming	This referral seeks to identify the process and funding for the renaming of certain streets in East Garrison and revise the naming approval process. A preliminary response was provided to the Board on January 11, 2022. Staff presented to the Board at the May 3, 2022 Board Meeting, and received direction from the Board. HCD has been directed to engage with the public and determine interest in changing the street names within East Garrison. HCD attended the East Garrison CSD (EGCSD) meeting on May 11, 2022, to present the matter. HCD staff will develop a draft program. The program will likely be presented to the Board for consideration once developed. Proposed completion date of October 2025.Proposed completion date in 2026. **Deemed complete by referring supervisor on April 14, 2026.**	**Completed**

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6	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
7	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**
8	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
9	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
10	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
11	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

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12	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
13	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
14	2023.20	11/7/2023	Church	Health		Jimenez	Littering Fines	This referral requests that staff amend County Code 10.41.040 to establish clear and significant penalties for littering and dumping by adopting fines parallel to that of San Benito County. Environmental Health will be presenting a draft Ordinance at the Board of Supervisors meeting on January 30, 2024, requesting that a Public Hearing be set to adopt the Ordinance. The ordinance will be set on February 27th for adoption, and direction was given by the Board to come back in one year with an update on the number of administrative violations, how many fines have been levied, and the total amount of fines. Staff will return to the Board of Supervisors with an update on implementation efforts and findings in March 2025. Since the adoption of higher fines for illegal dumping, EH has issued one citation on 12/13/2024 in the amount of $2,500. The citation was issued based on video images captured from surveillance cameras installed specifically to capture illegal dumpers. The Two cameras were installed in the right of way in a location known for illegal dumping. Staff was to bring back an update to the Board in March of 2025. Staff provided an update to the Board on April 22, 2025 and were directed to give an update in 6 months of the effectiveness of the cameras and a renewal of the software agreement. Staff will provide an update to the Board on February 3, 2026. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
15	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
16	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
17	2024.05	5/14/2024	Church	PWFP		Ishii	Speed Hump Fee Waivers for Low-Income Neighborhoods	This referral requests that the Board implement a policy that will waive the fees for speed hump installment in low-income neighborhoods to create safer roads. A preliminary response was presented to the Board on June 8, 2024. Staff is proceeding with the process presented in the preliminary response and exploring prioritization criteria and funding options. However, research and analysis is more involved than initially anticipated. Staff anticipates having more information to report in ~~Summer 2025~~ Early 2026. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
18	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

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19	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.	Pending
20	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.	Pending
21	2024.12	9/24/2024	Aeljo	HCD		Spencer	1220 Natividad Road Property Repurposing for County Housing Trust Fund	This referral requests a feasibility study for developing commercial uses of County property located 1220 Natividad Road (old Ag Commissioner's Office off of East Laurel Street) with proceeds capitalizing the Monterey County Local Housing Fund (MCLHTF). The study should identify the types of potential users, demand for commercial uses at this location, potential lease revenue generated by the property, and legal requirements to lease the property to fund the MCLHTF. A preliminary response was presented to the Board on October 15, 2024. The Board directed HCD to coordinate with Public Works, Parks, and Facilities to incorporate the option for commercial use of 1220 Natividad Road in the Facilities Master Plan. See Referral 2023.13. Being reviwed as part of the Facility Master Plan. Completion date in 2026. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
22	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.	Pending
23	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
24	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
25	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
26	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
27	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.	Pending

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28	2025.09	8/19/2025	Lopez	PWFP		Ishii	Anza National Historic Trail Auto Tour Signs	Partner with the National Park Service to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail. A preliminary response will be provided to the Board on September 30, 2025. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**
29	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.	Pending
30	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
31	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
32	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
33	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 will provide a preliminary response on November 18, 2025.	Pending
34	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
35	2025.18	12/10/2025	Daniels	HCD		Spencer	History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026. **The referral was withdrawn by the referring supervisor on April 14, 2026.**	**Withdrawn**

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36	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
37	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
38	2026.03	3/24/2026	Alejo	CAO/HRD		Chiulos/Pyper	Farmworkers Appreciation Day	The purpose of this referral is to change the name of the County of Monterey's holiday instituted in 2025 as Cesar Chavez Day to Farmworkers Appreciation Day in Monterey County on March 31. **Deemed complete by referring supervisor on April 7, 2026.**	**Completed**
39	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.	**Pending**
40	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 May 12, 2026.	**Pending**
41	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. Staff will provide a preliminary response on May 12, 2026.	**Pending**
								Completed by Executive Assistant on April 16, 2026.	

County of Monterey

Item No.12

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

Board Report

Legistar File Number: OBM 26-054

April 21, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 26-055

Item No.13

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

April 21, 2026

Introduced: 2/10/2026
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 26-365

Item No.

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

April 21, 2026

Introduced: 4/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2026 Board of Supervisors Meeting Schedule

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

)

Adopt the Board of Supervisors' meeting)
schedule for the calendar year 2026……

The Board will meet on Wednesday, May 27, 2026, at 9:00 a.m. and Thursday, May 28, 2026, at 9:00 a.m. for Budget Hearings and will meet each Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 6, 2026
January 13, 2026
January 27, 2026
February 3, 2026
February 10, 2026
February 13, 2026, Legislative Workshop – Friday
March 6, 2026 BOS/Department Head Retreat – Friday
March 10, 2026
March 17, 2026
March 24, 2026
April 7, 2026 – Budget Workshop
April 14, 2026
April 21, 2026
April 28, 2026
May 5, 2026
May 12, 2026
May 19, 2026
May 27, 2026 Budget Hearings – Wednesday
May 28, 2026 Budget Hearings – Thursday
June 2, 2026
June 9, 2026
June 16, 2026 Budget Adoption and other agenda items
June 23, 2026
June 25, 2026 Executive Performance Evaluations -Thursday
June 26, 2026 Executive Performance Evaluations – Friday (If needed)
July 7, 2026
August 11, 2026
August 18, 2026
August 25, 2026
September 1, 2026
~~September 8, 2026~~ Labor Day
September 15, 2026
September 22, 2026
September 29, 2026
October 13, 2026
October 20, 2026
October 27, 2026
November 3, 2026
November 17, 2026
December 8, 2026
December 9, 2026 Executive Performance Evaluations – Wednesday
December 15, 2026

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

The Board will not meet on the following dates in observance of holidays, other recesses and conferences or otherwise posted, at 9:00 a.m. as noted below:

No Meeting On:	In observance of:
January 20, 2026	Martin Luther King's Day
February 17, 2026	President's Day
February 24, 2026	NACo Legislative Conference, Washington, D.C
~~March 4, 2026~~ March 3, 2026	Department Head Retreat
March 31, 2026	Cesar Chavez Day
May 26, 2026	Memorial Day
June 30, 2026	Fifth Tuesday
July 14, 2026	Summer Recess
July 21, 2026	Summer Recess/2026 NACo Legislative Conference (July 17-20, New Orleans, LA)
July 28, 2026	Summer Recess
August 4, 2026	Summer Recess
September 8, 2026	Labor Day
October 6, 2026	Fall Break
November 10, 2026	Veterans Day
November 24, 2026	Thanksgiving
December 1, 2026	Thanksgiving
December 22, 2026	Winter Break
December 29, 2026	Winter Break

PASSED AND ADOPTED on this 23rd day of September 2025 upon motion of Supervisor Luis A. Alejo and seconded by Supervisor Glenn Church, by the following vote, to-wit:

AYES: Supervisor Lopez, Root Askew, Daniels, Alejo and Church
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 on September 23, 2025. .

Revised date: October 9, 2025
Legister File ID No. 25-654
Agenda Item No. 43

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

By Valerie Ralph
Valerie Ralph, Clerk of the Board

County of Monterey

Board Report

Legistar File Number: A 26-116

Item No.14

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

April 21, 2026

Introduced: 4/7/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

Ratify and approve Amendment No. 8 to the Agreement (A-16146) with Locumtenens.com, LLC, previously executed by the Chief Executive Officer of Natividad Medical Center (NMC) for recruiting and assignment of physician services at NMC, extending the agreement for an additional three (3) month period (April 1, 2026 through June 30, 2026) for a revised full agreement term of August 26, 2022 through June 30, 2026, with no change to the total agreement amount not-to-exceed $11,700,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Ratify and approve Amendment No. 8 to the Agreement (A-16146) with Locumtenens.com, LLC, previously executed by the Chief Executive Officer of Natividad Medical Center (NMC) for recruiting and assignment of physician services at NMC, extending the agreement for an additional three (3) month period (April 1, 2026 through June 30, 2026) for a revised full agreement term of August 26, 2022 through June 30, 2026, with no change to the total agreement amount not-to-exceed $11,700,000.

SUMMARY:

Locum tenens are physicians who temporarily take the place of physicians during periods when physicians (employed or contracted) are not available (e.g., vacation; illness; continuing medical education; etc.). In order to find highly qualified temporary physicians and other locum tenens, such as advanced practitioners, who match the position we are trying to cover and are available on sometimes very short notice, it is necessary to contract with multiple locum tenens agencies to provide referrals of locum tenens physicians.

DISCUSSION:

Due to multiple factors, including physician shortages in certain hard to fill specialties, NMC is experiencing a high utilization of locum tenens physicians and wishes to amend the agreements to add funds and extend the term ensuring temporary physicians are available if needed to provide the patient care services critical to NMC's operation without interruption. Ratification on this agreement will ensure continued coverage to critical services required for NMC's Level II trauma designation.
Due to contract negotiations, amendment was not signed by vendor in time to meet NMC's

board and committee deadlines.

The proposed action is a limited, three-month extension through June 30, 2026. This extension is intended solely to bridge the gap until a new agreement is finalized and implemented. Importantly, there is no request for additional funding, as the extension remains within the existing not-to-exceed amount.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this Amendment No. 8 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. Amendment No. 8 has also been reviewed and approved by NMC's Finance Committee and Board of Trustees on April 3, 2026.

FINANCING:

Amendment No. 8 requires no additional funds. There is no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PALN GOALS SECTION:

The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide exceptional facilities and health programs to create safe and healthy communities where all can thrive.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X_ Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783-2506
Approved by: Charles R. Harris, Chief Executive Officer, 783-2551

Attachment(s):
Board Report
Locumtenens.com, LLC. Amendment No. 8
Locumtenens.com, LLC. Amendment No. 7
Locumtenens.com, LLC. Amendment No. 6
Locumtenens.com, LLC. Amendment No. 5
Locumtenens.com, LLC. Amendment No. 4
Locumtenens.com, LLC. Amendment No. 3
Locumtenens.com, LLC. Amendment No. 2
Locumtenens.com, LLC. Amendment No. 1
Locumtenens.com, LLC. Agreement

Attachments on file with the Clerk of the Board

Introduced: 4/7/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Ratify and approve Amendment No. 8 to the Agreement (A-16146) with Locumtenens.com, LLC, previously executed by the Chief Executive Officer of Natividad Medical Center (NMC) for recruiting and assignment of physician services at NMC, extending the agreement for an additional three (3) month period (April 1, 2026 through June 30, 2026) for a revised full agreement term of August 26, 2022 through June 30, 2026, with no change to the total agreement amount not-to-exceed $11,700,000.

RECOMMENDATION:

It is recommended the Board of Supervisors:

Ratify and approve Amendment No. 8 to the Agreement (A-16146) with Locumtenens.com, LLC, previously executed by the Chief Executive Officer of Natividad Medical Center (NMC) for recruiting and assignment of physician services at NMC, extending the agreement for an additional three (3) month period (April 1, 2026 through June 30, 2026) for a revised full agreement term of August 26, 2022 through June 30, 2026, with no change to the total agreement amount not-to-exceed $11,700,000.

SUMMARY:

Locum tenens are physicians who temporarily take the place of physicians during periods when physicians (employed or contracted) are not available (e.g., vacation; illness; continuing medical education; etc.). In order to find highly qualified temporary physicians and other locum tenens, such as advanced practitioners, who match the position we are trying to cover and are available on sometimes very short notice, it is necessary to contract with multiple locum tenens agencies to provide referrals of locum tenens physicians.

DISCUSSION:

Due to multiple factors, including physician shortages in certain hard to fill specialties, NMC is experiencing a high utilization of locum tenens physicians and wishes to amend the agreements to add funds and extend the term ensuring temporary physicians are available if needed to provide the patient care services critical to NMC's operation without interruption. Ratification on this agreement will ensure continued coverage to critical services required for NMC's Level II trauma designation.
Due to contract negotiations, amendment was not signed by vendor in time to meet NMC's board and

committee deadlines.

The proposed action is a limited, three-month extension through June 30, 2026. This extension is intended solely to bridge the gap until a new agreement is finalized and implemented. Importantly, there is no request for additional funding, as the extension remains within the existing not-to-exceed amount.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this Amendment No. 8 as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. Amendment No. 8 has also been reviewed and approved by NMC's Finance Committee and Board of Trustees on April 3, 2026.

FINANCING:

Amendment No. 8 requires no additional funds. There is no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PALN GOALS SECTION:

The services rendered in this agreement are required for a Level II Trauma Center and provide NMC with the additional support it needs in order to provide exceptional facilities and health programs to create safe and healthy communities where all can thrive.

__ Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
X_Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783-2506
Approved by: Charles R. Harris, Chief Executive Officer, 783-2551

Attachment(s):
Board Report
Locumtenens.com, LLC. Amendment No. 8
Locumtenens.com, LLC. Amendment No. 7
Locumtenens.com, LLC. Amendment No. 6
Locumtenens.com, LLC. Amendment No. 5
Locumtenens.com, LLC. Amendment No. 4
Locumtenens.com, LLC. Amendment No. 3
Locumtenens.com, LLC. Amendment No. 2
Locumtenens.com, LLC. Amendment No. 1
Locumtenens.com, LLC. Agreement

Attachments on file with the Clerk of the Board

Docusign Envelope ID: 1CF66927-A73B-404E-BBC9-E17D69FACC65

AMENDMENT NO. 8
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 8 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, the Parties amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, the Parties amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or the locum tenens rates, and with a $2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term through December 31, 2026 (August 26, 2025 through December 31, 2026) for a revised agreement term of August 26, 2022 through December 31, 2025, with no additions to the scope of work or locum tenens rates, and with a $1,400,000 increase to the amount payable for a revised total agreement amount not-to-exceed $10,400,000; and

Docusign Envelope ID: 1CF66927-A73B-404E-BBC9-E17D69FACC65

WHEREAS, the Parties amended the Agreement via Amendment No. 7 to extend the term for an additional three (3) month period (January 1, 2026 through March 31, 2026) for a revised agreement term of August 26, 2022 through March 31, 2026, to allow for services to continue with no additions to the scope of work or locum tenens rates, and with a $1,300,000 increase for a revised total agreement amount not-to-exceed $11,700,000; and

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional three (3) month period (April 1, 2026 through June 30, 2026) for a revised agreement term of August 26, 2022 through June 30, 2026, to allow for services to continue with revisions to the locum tenens rates per "Exhibit A-8: Revised Services/Payment Provisions as per Amendment No. 8" attached hereto, and no change to the total agreement amount not-to-exceed $11,700,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7 incorporated herein by this reference, except as specifically set forth below.

1. Paragraph titled, "**PAYMENTS BY COUNTY**" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-8: Revised Services/Payment Provisions as per Amendment No. 8' attached hereto this Amendment No. 8. The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $11,700,000.

2. The paragraph titled, "**TERM OF AGREEMENT**" shall be amended to the following:
   "The term of this Agreement is from August 26, 2022 through June 30, 2026, unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, Amendment No. 5, Amendment No. 6, and Amendment No. 7.

4. A copy of this Amendment No. 8 shall be attached to the Agreement.

5. This Amendment No. 8 shall be effective on April 1, 2026.

Docusign Envelope ID: 1CF66927-A73B-404E-BBC9-E17D69FACC65

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 8 on the basis set forth in this document and have executed this Amendment No. 8 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1E837D204E481...
Charles R. Harris, CEO

Date: 3/18/2026 | 10:30 AM PDT

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 3/16/2026 | 5:38 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 3/17/2026 | 9:45 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Justin Bracco Associate Vice President
Name and Title

Date: 3/3/2026

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

_____
Name and Title

Date: _____

LOCUMTENENS.com

Client Agreement and Addendum

Exhibit A-8: Revised Services/Payment Provisions as per Amendment No. 8

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Vascular Surgery (Doctor)
RATES	
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call (Onsite)	$5,595.00 Per Day with 24 Hour(s) Included
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Feb 25 2026.

CLIENT: Natividad Medical Center	**LOCUMTENENS.COM, LLC**
Name:	**Name:** JUSTIN BRACCO
Sign :	**Sign :**
Title:	**Title:** ASSOCIATE VICE PRESIDENT
Date:	**Date:** 3/3/26

(Rates for Amendment No. 8 are Valid for Period: 4/1/26 - 6/30/26)

2655 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

LOCUMTENENS.com

Client Agreement and Addendum

Exhibit A-8: Revised Services/Payment Provisions as per Amendment No. 8

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Obstetrics & Gynecology (Doctor)**
RATES	
Regular (Onsite)	$450.00 Per Hour
Deposit	$15,000.00 Per Booking
CALL	
In-House Call (Onsite)	$450.00 Per Hour
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Feb 26 2026.

CLIENT: Natividad Medical Center	**LOCUMTENENS.COM, LLC**
Name:	**Name:** Justin Bracco
Sign :	**Sign :**
Title:	**Title:** Associate Vice President
Date:	**Date:** 3/3/26

(Rates for Amendment No. 8 are Valid for Period: 4/1/26 - 6/30/26)

2655 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

LOCUMTENENS.com

Client Agreement and Addendum

Exhibit A-8: Revised Services/Payment Provisions as per Amendment No. 8

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Urology (Doctor)**
RATES	
Regular (Onsite)	$4,200.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call (Onsite)	$4,200.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Feb 26 2026.

CLIENT: Natividad Medical Center	**LOCUMTENENS.COM, LLC**
Name:	**Name:** Justin Bracco
Sign :	**Sign :**
Title:	**Title:** Associate Vice President
Date:	**Date:** 3/3/26

(Rates for Amendment No. 8 are Valid for Period: 4/1/26 - 6/30/26)

2655 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

Docusign Envelope ID: 5D47CDA1-6A86-4339-B6ED-B67F4D70828F

County of Monterey
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 Glenn Church to:

Agreement No.: A-16146; Amendment No.: 7
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute amendment No. 7 to the agreement (A-16146) with Locumtenens.com, LLC for recruiting and assignment of physician services, extending the agreement an additional three (3) month period (January 1, 2026 through March 31, 2026) for a revised full agreement term of August 26, 2022 through March 31, 2026, and adding $1,300,000 for a revised total agreement amount not-to-exceed $11,700,000.

PASSED AND ADOPTED on this 9th day of December 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root 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 December 9, 2025.

Dated: December 11, 2025
File ID: A 25-459
Agenda Item No.: 44

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

Margarita Hernandez, Deputy

Docusign Envelope ID: 5D47CDA1-6A86-4339-B6ED-B67F4D70828F

AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 7 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, the Parties amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, the Parties amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or the locum tenens rates, and with a $2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term through December 31, 2026 (August 26, 2025 through December 31, 2026) for a revised agreement term of August 26, 2022 through December 31, 2025, with no additions to the scope of work or locum tenens rates, and with a $1,400,000 increase to the amount payable for a revised total agreement amount not-to-exceed $10,400,000; and

Docusign Envelope ID: 5D47CDA1-6A86-4339-B6ED-B67F4D70828F

WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional three (3) month period (January 1, 2026 through March 31, 2026) for a revised agreement term of August 26, 2022 through March 31, 2026, to allow for services to continue with no additions to the scope of work or locum tenens rates, and with a $1,300,000 increase for a revised total agreement amount not-to-exceed $11,700,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence in paragraph titled, "PAYMENTS BY NMC" shall be amended to the following: ***"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $11,700,000."***

2. The paragraph titled, "TERM OF AGREEMENT" shall be amended to the following: ***"The term of this Agreement is from August 26, 2022 through March 31, 2026, unless sooner terminated pursuant to the terms of this Agreement."***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.

4. A copy of this Amendment No. 7 shall be attached to the Agreement.

5. This Amendment No. 7 shall be effective on January 1, 2026.

Docusign Envelope ID: 5D47CDA1-6A86-4339-B6ED-B67F4D70828F

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 7 on the basis set forth in this document and have executed this Amendment No. 7 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:

By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/18/2025 | 2:31 PM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:

By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 10/20/2025 | 9:57 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:

By: Patricia Ruiz
E79EF64E57454F8...
Monterey County Deputy Auditor/Controller

Date: 10/21/2025 | 9:59 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

By: Amelia Vietri
(Signature of: Chair, President, or Vice-President)

Amelia Vietri, Senior Vice President
Name and Title

Date: 10/14/2025

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

_____
Name and Title

Date: _____

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

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 Chris Lopez to:

Agreement No.: A-16416 ; Amendment No.: 6
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 6 to the Agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physician services, extending the Agreement through December 31, 2025, for a revised full Agreement term of August 26, 2022 through December 31, 2025, and adding $1,400,000 for a revised total agreement amount not-to-exceed $10,400,000.

PASSED AND ADOPTED on this 5th day of August 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 August 5, 2025.

Dated: August 6, 2025
File ID: A 25-305
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, the Parties amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, the Parties amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or the locum tenens rates, and with a $2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000; and

WHEREAS, the Parties currently wish to amended the Agreement to extend the term through December 31, 2026 (August 26, 2025 through December 31, 2026) for a revised agreement term of August 26, 2022 through December 31, 2025, to allow for services to continue with no additions to the scope of work or locum tenens rates, and with a $1,400,000 increase to the amount payable for a revised total agreement amount not-to-exceed $10,400,000.

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence in paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $10,400,000."

2. The paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 8, 2022 through December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, and Amendment No. 5.

4. A copy of this Amendment No. 6 shall be attached to the Agreement.

5. This Amendment No. 6 shall be effective when signed by the Parties.

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment No. 6 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Andrea J. Rosenberg, Assistant Administrator, Operations & Support Services
69FE3A7515BA4AD...
Charles R. Harris, CEO
for

Date: 8/11/2025 | 1:44 PM PDT

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 7/20/2025 | 2:52 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz
E79EE64E57454E6...
Monterey County Deputy Auditor/Controller

Date: 7/21/2025 | 7:29 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senio Vice President
Name and Title

Date: 7/18/2025

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

_____
Name and Title

Date: _____

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

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 Mary L. Adams to:

Agreement No.: A-16146 ; Amendment No.: 5
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physicians services, with no change to the term (August 26, 2022 through August 25, 2025) adding $2,000,000 for a revised total agreement amount not to exceed $9,000,000.

PASSED AND ADOPTED on this 3rd day of December 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 December 3, 2024.

Dated: December 9, 2024
File ID: A 24-543
Agenda Item No.: 48

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

Vicente Ramirez, Deputy

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or billing rates, and with an 2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000 ;

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in ' The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $9,000,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3 and Amendment No. 4.

3. A copy of this Amendment No. 5 shall be attached to the Agreement.

4. This Amendment No. 5 shall be effective when signed by both Parties.

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/16/2024 | 11:43 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 11/14/2024 | 10:40 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E65787545 4AE...
Monterey County Deputy Auditor/Controller

Date: 11/14/2024 | 4:33 PM PST

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senior Vice President
Name and Title

Date: 11/11/2024

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

_____
Name and Title

Date: _____

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

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 Wendy Root Askew, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16146 ; Amendment No.: 4
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 4 to the agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physicians services, extending the agreement an additional one(1) year period (August 26, 2024 through August 25, 2025) for a revised full agreement term of August 26, 2022 through August 25, 2025, and adding $4,300,000 for a revised total agreement amount not to exceed $7,000,000.

PASSED AND ADOPTED on this 26th 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 26, 2024.

Dated: April 2, 2024
File ID: A 24-116
Agenda Item No.: 28

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

AMENDMENT NO. 4
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 4 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, and Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

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1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-4: Additional Services/Payment Provisions as per Amendment No. 4' attached hereto this Amendment No. 4.
   The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $7,000,000."

2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   ~~**Exhibit A: Scope of Services/Payment Provisions**~~
   Exhibit A-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1
   ~~**Exhibit A-2: Revised Scope of Services/ payment Provisions as per Amendment No. 2**~~
   Exhibit A-3: Revised Scope of Services/ Payment Provisions as per Amendment No. 3
   Exhibit A-4: Additional Scope of Services/ Payment Provisions as per Amendment No. 4"

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, and Amendment No. 3.

4. A copy of this Amendment No. 4 shall be attached to the Agreement.

5. This Amendment No. 4 shall be effective when signed by both Parties.

DocuSign Envelope ID: 9DA0ABB6-4B78-494C-AF7F-F03810D09C87

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 4 on the basis set forth in this document and have executed this Amendment No. 4 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Charles R. Harris 4E1F837D204E481...
Charles R. Harris, CEO

Date: 4/4/2024 | 1:07 PM PDT

APPROVED AS TO LEGAL PROVISIONS

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 3/11/2024 | 11:40 AM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 3/11/2024 | 4:52 PM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Sr. Vice President
Name and Title

Date: 2/27/2024

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

_____
Name and Title

Date: _____

Exhibit A-4: Additional Scope of Services/Payment Provisions as Per Amendment No.4

DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Service Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Obstetrics & Gynecology (Doctor, On-Site)**
RATES	
Regular	$450.00 Per Hour
Deposit	$15,000.00 Per Booking
CALL	
In-House Call	$450.00 Per Hour
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays

Additional Provisions, if any:

The rates stated here in are effective upon execution of the amendment No.4.

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

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 Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16146 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 3 to the Agreement (A-16146) with Locumtenens.com LLC for recruitment and assignment of physician services to increase by $600,000 for a revised total agreement amount not to exceed $2,700,000 with no change to the agreement term (August 26, 2022 through August 25, 2024).

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew

Motion Passed 4 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 November 7, 2023.

Dated: November 14, 2023
File ID: A 23-507
Agenda Item No.: 40

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024).

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, and in this Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3' attached hereto this Amendment No. 3.
   The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $2,700,000."

2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2 or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.

3. This Amendment No. 3 shall be effective when signed by the Parties.

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 11/28/2023 | 9:08 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99E444A9...
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:48 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:47 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

By: Justin Bracco
Justin Bracco (Sep 25, 2023 17:27 EDT)
(Signature of: Chair, President, or Vice-President)

Associate Vice President Justin Bracco
Name and Title

Date: Sep 25, 2023

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

_____
Name and Title

Date: _____

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Vascular Surgery (Doctor, On-Site)**
RATES	
Regular	Up to $5,400.90 Per Day
24 Hour Call:	Up to $5,400.90 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000 Per Booking

Specialty:	**Urology (Doctor, On-Site)**
RATES	
Regular	$3,708.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Exhibit A-3 is upon execution of Amendment No. 3.

CLIENT: Natividad Medical Center

Name: **Charles Harris**

Sign :

Title: CEO

Date:

LOCUMTENENS.COM, LLC

Name: Justin Bracco

Sign : Justin Bracco

Title: Associate Vice President

Date: Sep 26, 2023

2575 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

DocuSign Envelope ID: 6DF1130D-8EAA-45A3-908F-FFD8F084F35B

AMENDMENT NO. 2
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 2 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-2 per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed and amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, and in this Amendment No. 2 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following: ***"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed $2,100,000".***

2. Section 3, Paragraph titled, "TERM OF AGREEMENT" shall be amended to the following: ***"The term of this AGREEMENT is from August 26, 2022 through August 25, 2024, unless sooner terminated pursuant to the terms and conditions of this AGREEMENT."***

3. If there is any conflict or inconsistency between the provisions of Agreement, or this Amendment No. 2, the provisions of this Amendment No. 2 shall govern.

4. This Amendment No. 2 shall be effective on August 26, 2023.

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The services rendered in this agreement are required for Level II Trauma Centers and provide NMC with the additional support it needs in order to deliver reliable and high-quality patient care which improves the health and quality of life for patients and their families.

__ Economic Development
__ Administration
X Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Jeanne-Ann Balza, Director of Physician Services, 783-2506
Approved by: Charles R. Harris, Chief Executive Officer, 783-2504

Attachments:
Locumtenens.com LLC Amendment No. 2
Locumtenens.com LLC Amendment No. 1
Locumtenens.com LLC Agreement

Attachments on file with the Clerk of the Board

DocuSign Envelope ID: 6DF1130D-8EAA-45A3-908F-FFD8F084F35B

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 2 on the basis set forth in this document and have executed this Amendment No. 2 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 8/31/2023 | 8:23 AM PDT

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Monterey County Deputy County Counsel

Date: 8/30/2023 | 2:08 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Patricia Ruiz
E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 8/31/2023 | 7:33 AM PDT

CONTRACTOR

Locumtenens.com LLC
CONTRACTOR's Business Name
See instructions below

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

Amelia Vietri, Senior Vice President
Name and Title

Date: 8/28/2023

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

_____
Name and Title

Date: _____

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

DocuSign Envelope ID: 6DF1130D-8EAA-45A3-908F-FFD8F084F35B

Exhibit A-2: Revised Scope of Services/Payment Provisions as per Amendment No. 2

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	Urology (Doctor, On-Site)
RATES	
Regular	$3,708.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any: The effective date of this rate addendum will be August 25, 2023.

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Jun 14 2023.

CLIENT: Natividad Medical Center

Name: Charles R Harris

Sign : DocuSigned by: Charles Harris 4E1F837D204E481...

Title: CEO

Date: 8/31/2023 | 8:23 AM PDT

LOCUMTENENS.COM, LLC

Name: Amelia Vietri

Sign :

Title: Sr. Vice President

Date: Jul 27, 2023

2555 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MC or (562-8663)

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 Mary L. Adams, seconded by Supervisor Glenn Church to:

Agreement No.: A-16146
a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 1 to the agreement with Locumtenens.com LLC for recruitment and assignment of physician's services, adding $500,000 for a revised total agreement amount not to exceed $600,000 for the added services, with no change to the Agreement term (August 26, 2022 through August 25, 2023).
b. Authorize the Chief Executive Officer for NMC or his designee to execute up to three (3) future amendments to the agreement which do not significantly alter the scope of work and do not cause an increase of more than ten percent (10%) ($10,000) of the original cost of the agreement.

PASSED AND ADOPTED on this 10th day of January 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Askew, and Adams
NOES: None
ABSENT: Supervisor Lopez
(Government Code 54953)

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 January 10, 2023.

Dated: January 12, 2023
File ID: A 22-634
Agenda Item No.: 26

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

AMENDMENT NO. 1
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 1 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to add services to the original scope of work attached hereto as "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023).

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby renewed on the terms and conditions as set forth in the Original Agreement incorporated herein by this reference, except as specifically set forth below.

1. Section 2 / Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in EXHIBIT A plus EXHIBIT A-1 as per Amendment No. 1 attached hereto this Amendment No. 1. The total amount payable by* COUNTY *to CONTRACTOR under this Agreement shall not exceed the sum of $600,000."

2. Section 4/ Paragraph titled, "SCOPE OF SERVICES AND ADDITIONAL PROVISIONS/EXHIBITS" shall be amended to the following:
   "The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:
   Exhibit A: Scope of Services/Payment Provisions
   Exhibit A-1: revised Scope of Services/Payment Provisions as per Amendment No. 1."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 1 and shall continue in full force and effect as set forth in the Agreement.

4. A copy of this Amendment No. 1 shall be attached to the Agreement.

5. This Amendment No. 1 shall be effective when both parties have signed.

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 1 on the basis set forth in this document and have executed this Amendment No. 1 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: 11/10/23

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 12/5/2022

APPROVED AS TO FISCAL PROVISIONS

By: Jennifer Forsyth
Monterey County Deputy Auditor/Controller

Date: Auditor-Controller Analyst II, 12/6/2022

CONTRACTOR

Locumtenens.com LLC
CONTRACTOR's Business Name
See instructions below

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

Justin Bracco Associate Vice President
Name and Title

Date: 12/2/2022

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

_____
Name and Title

Date: _____

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 (two signatures required).

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 (two signatures required).

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 (one signature required).

Exhibit A-1: Revised Scope of Services/Payment Provisions as per Amendment No. 1
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Vascular Surgery (Doctor, On-Site)**
RATES	
Regular	up to $5,295 Per Day
CALL	
24 Hour Call	up to $5,295 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000.00 Per Booking

Rates are all inclusive of travel and administration fees.

Additional Provisions, If any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Nov 15 2022.

CLIENT: Natividad Medical Center	**LOCUMTENENS.COM, LLC**
Name:	**Name:** Justin Bracco
Sign :	**Sign :**
Title:	**Title:** Associate Vice President
Date:	**Date:** 12/2/2022

Natividad MEDICAL CENTER

County of Monterey Agreement for Services
(Not to Exceed $100,000)

This Agreement (hereinafter "Agreement") is made by and between the County of Monterey, a political subdivision of the State of California, on behalf of Natividad Medical Center, an acute care hospital (hereinafter, "NMC"), and LOCUMTENENS.COM hereinafter "CONTRACTOR (collectively, the County and CONTRACTOR are referred to as the "Parties.").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

GENERAL DESCRIPTION OF SERVICES TO BE PROVIDED; NMC hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of the Agreement. The services are generally described as follows: Recruitment and Assignment of a Urologist.

PAYMENTS BY NMC; NMC 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 NMC to CONTRACTOR under this Agreement shall not exceed the sum of $100,000.

TERM OF AGREEMENT; the term of this Agreement is from ~~9/1/2022~~ 8/26/2022 through ~~8/31/2023~~ 8/25/2023 unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and NMC and with NMC signing last and CONTRACTOR may not commence work before NMC signs this Agreement.

NMC 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.

SCOPE OF SERVICES AND 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

1. PERFORMANCE STANDARDS:

1.1. 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 NMC, or immediate family of an employee of NMC.

1.2. 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.

1.3. 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 NMC premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

2. PAYMENT CONDITIONS:

2.1. Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided herein. NMC (Monterey County) does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

2.2. 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 (NMC) and the CONTRACTOR.

2.3. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to NMC. If not otherwise specified, the CONTRACTOR may 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 Administrator or his or her designee shall certify the invoice, either in the requested amount or in such other amount as NMC 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.

2.4. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

3. TERMINATION:

3.1. During the term of this Agreement, NMC 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.

3.2. NMC 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 NMC terminates this Agreement for good cause, NMC may be relieved of the payment of any consideration to Contractor, and NMC may proceed with the work in any manner, which NMC deems proper. The cost to NMC shall be deducted from any sum due the CONTRACTOR under this Agreement.

4. INDEMNIFICATION:

4.1. CONTRACTOR shall indemnify, defend, and hold harmless NMC (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 Agreement by Contractor and/or its agents, 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 Agreement to provide the broadest possible coverage for the County. The CONTRACTOR shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the CONTRACTOR is obligated to indemnify, defend and hold harmless the County under this Agreement.

Locumtenens.com for Urology Assignments

5. INSURANCE:

5.1. 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 NMC'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 NMC has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

5.2. 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 NMC's Contracts/Purchasing Director.

5.3. 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:

5.4. 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

5.5. 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.

(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.)

☑ Exemption/Modification (Justification attached; subject to approval)

5.6. Workers' Compensation Insurance. If CONTRACTOR employs other 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 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.)

■ Exemption/Modification (Justification attached; subject to approval)

5.7. 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 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.)

☐ Exemption/Modification (Justification attached; subject to approval)

6. Other Insurance Requirements:

6.1. All insurance required by this Agreement shall be with a company acceptable to NMC 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.

6.2. Each liability policy shall provide that NMC 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 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.

6.3. **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.**

6.4. Prior to the execution of this Agreement by NMC, CONTRACTOR shall file certificates of insurance with NMC's Contracts/Purchasing Department, 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.

6.5. 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 NMC, annual certificates to NMC's Contracts/Purchasing Department. If the certificate is not received by the expiration date, NMC 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 NMC, at its sole discretion, to terminate the Agreement immediately.

7. **RECORDS AND CONFIDENTIALITY:**

7.1. 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 NMC or prepared in connection with the performance of this Agreement, unless NMC specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to NMC 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.

7.2. NMC Records. When this Agreement expires or terminates, CONTRACTOR shall return to NMC any NMC records which CONTRACTOR used or received from NMC to perform services under this Agreement.

7.3. 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.

7.4. Access to and Audit of Records: NMC 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 or $10,000, the parties to this Agreement may be subject, at the request of NMC or as part of any audit of NMC, 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.

8. Royalties and Inventions: NMC shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize other 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 NMC.

9. 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, 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, full 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.

10. Compliance with Terms of State or Federal Grant: If this Agreement has been or will be funded with monies received by NMC pursuant to a contract with the state or federal government in which NMC is the grantee, CONTRACTOR will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, NMC will deliver a copy of said contract to Contractor, at no cost to Contractor.

11. 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 NMC. No offer or obligation of permanent employment with NMC 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 NMC 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 NMC and the County of Monterey harmless from any and all liability, which NMC may incur because of Contractor's failure to pay such taxes.

12. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to NMC and Contractor's contract administrators at the addresses listed below.

NATIVIDAD MEDICAL CENTER:	**CONTRACTOR:**
Natividad Medical Center Attn: Contracts Division Natividad Medical Center 1441Constitution Blvd Salinas, CA. 93906 FAX: 831-757-2592	Name: Locumtenens.com, LLC. Attn: Amelia Vietri Address: 2575 Northwinds Parkway City, State, Zip: Alpharetta, GA 30009 FAX: _____ Email: avietri@locumtenens.com

MISCELLANEOUS PROVISIONS:

13.1 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.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by NMC and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by NMC 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.

13.4 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.

13.5 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

13.6 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 NMC. None of the services covered by this Agreement shall be subcontracted without the prior written approval of NMC. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of NMC 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.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both NMC and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

13.13 Construction of Agreement. NMC 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.

13.14 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.

13.15 Integration. This Agreement, including the exhibits, represents the entire Agreement between NMC 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 NMC and CONTRACTOR as of the effective date of this Agreement, which is the date that NMC signs the Agreement.

13.16 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.

Signature Page to follow

NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO

Date: 8/26/22

APPROVED AS TO LEGAL PROVISIONS

By: _____
Monterey County Deputy County Counsel

Date: Chief Deputy County Counsel, 8/25/2022

APPROVED AS TO FISCAL PROVISIONS

By: _____
Monterey County Deputy Auditor/Controller

Date: 8/26/2022

CONTRACTOR

LocumTenens.com, LLC
Contractor's Business Name*** (see instructions)

_____
Signature of Chair, President, or Vice-President

Amelia Vietri, Senior Vice President
Name and Title

Date: 08/24/2022

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

Amanda Johnson, Account Executive
Name and Title

Date: 8/24/2022

***__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 (two signatures required).
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 (two signatures required).
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 (one signature required).

Locumtenens.com for Urology Assignments

ADDENDUM FOR Natividad Medical Center
DESCRIPTION OF CONTRACTORS AND FEE STRUCTURE

This Addendum serves as an amendment and supplement to any prior Client Agreements between Natividad Medical Center ("Client" or "you") and LOCUMTENENS.COM, LLC ("LocumTenens.com," "we" or "us"). This Addendum is a "Contractor Addendum" as described in the Client Agreement.

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Urology (Doctor, On-Site)**
RATES	
Regular	$3,600.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,600.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Addendum is Aug 23 2022.

CLIENT: Natividad Medical Center

Name: Charles R. Harris

Sign :

Title: CEO

Date: 8/26/22

LOCUMTENENS.COM, LLC

Name: Amelia Vietri

Sign :

Title: Senior Vice President

Date: 08/24/2022

Introduced: 4/8/2026

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a retroactive nonstandard service agreement with Boston Scientific Corporation for LT Pulse 100 Laser equipment support and services at NMC for a maximum County obligation of $48,600 for the term of December 3, 2025 through December 2, 2029.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract provisions within the agreement.

RECOMMENDATION:

It is recommended the Board of Supervisors:

a. Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute a retroactive nonstandard service agreement with Boston Scientific Corporation for LT Pulse 100 Laser equipment support and services at NMC for a maximum County obligation of $48,600 for the term of December 3, 2025 through December 2, 2029.
b. Approve the NMC's Chief Executive Officer's recommendation to accept non-standard contract provisions within the agreement.

SUMMARY:

This service agreement will cover our LT Pulse 100 Laser. This service agreement will cover:
Priority equipment services and support.
One preventive maintenance (PM) every 12 months.
Coverage of 100% for all field service travel, labor, rates and fees.
Software: All Technical Service Updates (TSUs).
Coverage of 100% for all parts and components.
Two business days response time
Standard 2 business days shipping

Excludes: Replacement of disposable items and accessories, including but not limited to catheters, cables, manuals, safety glasses, outer panels, blast shields, fibers, fiber pole base and hand pieces, loaner, software upgrade, hardware upgrade, and costs associated with preparation & installation of the Pulse™ 100H Holmium Laser Therapy System, and any other third party equipment not purchased from BSC. Accidental/physical damage is not covered, including damage to the system chassis. Loss of the equipment is not covered.

DISCUSSION

The Lumenis Pulse 100H Holmium Laser System is a 100-watt, high-powered surgical laser primarily used for urologic procedures, specifically stone dusting/fragmentation and Holmium Laser Enucleation of the Prostate (HoLEP) to treat Benign Prostatic Hyperplasia (BPH). It is designed for soft tissue incision, excision, and coagulation across multiple specialties, including gynecology and general surgery.

OTHER AGENCY INVOLVEMENT:

The Office of County Counsel has reviewed and approved this agreement as to form, and the Auditor-Controller has reviewed and approved as to payment provisions. The agreement has also been reviewed and approved by NMC's Finance Committee and by its Board of Trustees on April 3, 2026.

FINANCING:

The cost for this agreement is $48,600 which is included in the FY 2025-26 Adopted Budget. There is no impact on the General Fund with this action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS SECTION:

The use of this laser will provide essential Urologic Care for patients who suffer from urologic stones and enlarged prostrate.

X Well-Being and Quality of Life
__ Sustainable Infrastructure for Present and Future
__ Safe and Resilient Communities
__Diverse and Thriving Economy
__ Administrative

Prepared by: Wally Sayles, Director of Surgical Services, 772-7771
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Boston Scientific Corporation Original Agreement

Attachments on file with the Clerk of the Board

Introduced: 4/8/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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SUMMARY:

This service agreement will cover our LT Pulse 100 Laser. This service agreement will cover:
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Software: All Technical Service Updates (TSUs).
Coverage of 100% for all parts and components.
Two business days response time
Standard 2 business days shipping

Excludes: Replacement of disposable items and accessories, including but not limited to catheters, cables, manuals, safety glasses, outer panels, blast shields, fibers, fiber pole base and hand pieces, loaner, software upgrade, hardware upgrade, and costs associated with preparation & installation of the Pulse™ 100H Holmium Laser Therapy System, and any other third party equipment not purchased from BSC. Accidental/physical damage is not covered, including damage to the system chassis. Loss of the equipment is not covered.

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__Diverse and Thriving Economy
__ Administrative

Prepared by: Wally Sayles, Director of Surgical Services, 772-7771
Approved by: Charles R. Harris, Chief Executive Officer, 783-2553

Attachment(s):
Board Report
Boston Scientific Corporation Original Agreement

Attachments on file with the Clerk of the Board

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BOSTON SCIENTIFIC CORPORATION SERVICE AGREEMENT

This Service Agreement (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("Customer"), and Boston Scientific Corporation hereinafter “Boston Scientific” (collectively, Customer and Boston Scientific are referred to as the “Parties.”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

Boston Scientific agrees to sell Customer one or more extended service plans (“Service Plan”) for the Equipment listed on Service Agreement Quote (the “Equipment”), to which this Agreement is attached, or incorporated therein by reference:

1. Service Coverage Period. Boston Scientific shall provide the services for each piece of Equipment per Exhibit A.

   a. The term of this Agreement is from **December 3, 2025** through **December 2, 2029** (“Service Coverage Period”) unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Boston Scientific and Customer and with Customer signing last and Boston Scientific may not commence work before Customer signs this Agreement.

   b. If applicable under the Customer’s selected service plan (i.e. EverCare), for any equipment software or hardware upgrades, provided during this Service Coverage Period, the End Date for such upgraded equipment will remain as stated on page 1 of this Agreement.

2. Initial Inspection. Customer certifies that each piece of Equipment is in good working condition on the commencement of the Service Coverage Period for such Equipment. Boston Scientific may inspect a piece of Equipment before commencement of its Service Coverage Period. Any deficiencies discovered during the inspection that are not covered by Boston Scientific’s standard one (1) year Equipment warranty provided with purchase and that require correction may be corrected, at Boston Scientific’s discretion, and billed to the Customer at Boston Scientific’s applicable rates.

3. Payment. Customer shall pay Boston Scientific in accordance with the payment provisions set forth in Exhibit A, subject to the limitations of this Agreement. The total amount payable under this Agreement shall not exceed the sum of $48,600. The Customer’s County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice from Natividad’s Accounts Payable department.

4. Amendments. The terms and conditions set forth in any Customer Purchase Order shall not apply to or govern this Agreement. No modification to the terms of this Agreement shall be binding unless made in writing and signed by a duly authorized representative of each party.

5. Pricing and Discounts. Pricing for this Agreement must be fully and accurately reported on all claims for payment filed with third party payors, including applicable Medicare, Medicaid and state agency cost reports, in accordance with all applicable federal and state laws and applicable agreements. If Customer is a cost reporting entity, Customer should report the actual prices paid net of any discounts received pursuant to this Agreement on Medicare, Medicaid and all other federal health care program cost reports in the fiscal year in which the discount is earned or the following year.
   Customer should also retain a copy of this Agreement, and communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

6. Confidentiality. Boston Scientific 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. Boston Scientific shall not disclose any confidential records or other confidential information received from Customer or prepared in connection with the performance of this Agreement, unless Customer specifically permits Boston Scientific to disclose such records or information. Boston Scientific shall promptly transmit to Customer any and all requests for disclosure of any such confidential records or information. Boston Scientific shall not use any confidential information gained by Boston Scientific in the performance of this Agreement except for the sole purpose of carrying out Boston Scientific’s obligations under this Agreement. Notwithstanding the foregoing, Boston Scientific’s proprietary, trade secret, or other confidential business information that is clearly marked as “Confidential” or otherwise identified as such that Customer may obtained during the performance of this Agreement shall not be disclosed to the public to the extent permitted by law. If the Customer receives a request for disclosure of such information, it shall promptly notify Boston Scientific to allow Boston Scientific an opportunity to seek protection under applicable law. Confidential information obtained by Boston Scientific in the performance of this Agreement shall be used solely for the purpose of fulfilling its obligations under this Agreement.

7. HIPAA. Customer is obligated by the Health Insurance Portability and Accountability Act (“HIPAA”) and the HIPAA Privacy and Security Rules, as well as other state and local laws, to maintain the privacy of any protected health information (“PHI”) of its patients. Prior to Customer returning the Equipment or Boston Scientific servicing the Equipment, Customer shall delete all PHI from the Equipment. Upon receipt of returned Equipment, Boston Scientific may delete any PHI remaining on the Equipment. Because Boston Scientific is a manufacturer of medical devices and would only have incidental access, if at all, to PHI and such access could occur in the return or servicing of the Equipment, Boston Scientific is not a Business Associate and a Business Associate Agreement is not appropriate or necessary.

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8. Equipment Warranty; Limitation of Liability. **Except as expressly set forth in this Agreement, Boston Scientific makes no warranties about the Equipment or services, and excludes all warranties not expressly set forth herein, whether expressed or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose**. Boston Scientific shall in no event have obligations or liabilities to Customer or any other person for loss of profits, loss of use, or indirect, incidental, special, or consequential damages arising out of or in connection with Boston Scientific's performance contemplated hereunder, or any failure or delay in connection with any of the foregoing. Without limiting the generality of the foregoing, Boston Scientific shall not be liable for personal injury or property damage, except for bodily injury, death, or property damage caused solely and directly by the intentional misconduct of Boston Scientific or any of its employees or agents. In no event shall the liability of Boston Scientific arising in connection with any service provided hereunder exceed the actual amount paid by Customer to Boston Scientific under this Agreement. **Boston Scientific assumes no liability with respect to Equipment use by a non-qualified physician or personnel or use contrary to Equipment labeling.**

8. TERMINATION:

8.1 During the term of this Agreement, Customer may terminate the Agreement for any reason by giving written notice of termination to the Boston Scientific 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.

8.2 Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to Boston Scientific. "Good cause" includes the failure of Boston Scientific to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of any consideration to Boston Scientific, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due the Boston Scientific under this Agreement.

8.3 Customer reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

8.4 Customer's payments to Boston Scientific 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 Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to Boston Scientific, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

9. INDEMNIFICATION:

Boston Scientific shall indemnify, defend, and hold harmless Customer, its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Boston Scientific and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Customer. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Customer. The Boston Scientific shall reimburse the Customer for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Boston Scientific is obligated to indemnify, defend and hold harmless the Customer under this Agreement.

10. INSURANCE:

Evidence of Coverage:

Prior to commencement of this Agreement, Boston Scientific 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..

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. Boston Scientific shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Boston Scientific.

10.1 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 Natividad's Contracts Department Manager.

10.2 Insurance Coverage Requirements: Without limiting Boston Scientific's duty to indemnify, Boston Scientific 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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10.3 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, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

10.4 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$1M per occurrence.

10.5 Workers' Compensation Insurance, If Boston Scientific employs other 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.

10.6 Product Liability Insurance with professional extension, if required for the professional services being provided, in the amount of not less than $1,000,000 per claim and $2,000,000 in aggregate.

10.1. Boston Scientific will maintain this coverage for the duration of this Agreement, and if the policy is claims-made and continuous coverage is not purchased, Boston Scientific will maintain tail coverage for a time period equivalent to the greater of the statute of limitations for negligence or product liability claims 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.

Other Insurance Requirements:

10.7 All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact insurance business in the State of California.

10.9 Each liability policy shall provide that Customer shall be given notice in writing at least thirty days of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Boston Scientific 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–Boston Scientific shall not use subcontractors for the performance of service under this Agreement. The parties agree that if Boston Scientific intends to use subcontractors at any time during the term of the Agreement with the consent of the Customer, the above language shall apply.

10.10 **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 Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Boston Scientific's insurance**.

10.11 Prior to the execution of this Agreement by Customer, Boston Scientific shall file certificates of insurance with Natividad's Contracts Department, showing that Boston Scientific has in effect the insurance required by this Agreement. Boston Scientific 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.

10.12 Boston Scientific 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 Customer, annual certificates to Natividad's Contracts Department Failure by Boston Scientific to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

11. NON-DISCRIMINATION:

During the performance of this Agreement, Boston Scientific, 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 Boston Scientific's employment practices or in the furnishing of services to recipients. Boston Scientific 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. Boston Scientific and any subcontractor shall, in the performance of this Agreement, full 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.

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12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT:

If this Agreement has been or will be funded with monies received by Customer pursuant to a contract with the state or federal government in which Customer is the grantee, Boston Scientific will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Customer will deliver a copy of said contract to Boston Scientific, at no cost to Boston Scientific.

13. INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, Boston Scientific is at all times acting and performing as an independent contractor and not as an employee of Customer. No offer or obligation of permanent employment with Customer or particular County department or agency is intended in any manner, and Boston Scientific shall not become entitled by virtue of this Agreement to receive from Customer any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Boston Scientific 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, Boston Scientific shall defend, indemnify, and hold Customer and the County of Monterey harmless from any and all liability, which Customer may incur because of Boston Scientific's failure to pay such taxes.

14. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to Customer and Boston Scientific's contract administrators at the addresses listed below.

Customer:
Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Boston Scientific
Boston Scientific Corporation
100 Boston Scientific Way
Marlborough, MA 01752
Attn. Manager, Shared Services

15. **Disputes.** Boston Scientific shall continue to perform under this Agreement during any dispute.

16. **Assignment and Subcontracting.** Boston Scientific shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Customer. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Customer. Notwithstanding any such subcontract, Boston Scientific shall continue to be liable for the performance of all requirements of this Agreement.

17. **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

18. **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.

19. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

20. **Non-exclusive Agreement.** This Agreement is non-exclusive and both Customer and Boston Scientific expressly reserve the right to contract with other entities for the same or similar services.

21. **Construction of Agreement.** Customer and Boston Scientific 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.

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. **Integration.** This Agreement, including the exhibits, represents the entire Agreement between Customer and Boston Scientific with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between Customer and Boston Scientific as of the effective date of this Agreement, which is the date that Customer signs the Agreement.

24. **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.

25. Services. Pursuant to the terms of this Agreement:

    a. Subject to the exclusions in Section 26 and Section 27, if applicable under the Customer's selected Service Plan for the Equipment, Boston Scientific shall repair or replace the Equipment or any part of the Equipment that it determines becomes defective during the term of this Agreement.

    b. Boston Scientific will provide service for the Equipment during standard business hours (8:00 a.m. to 5:00 p.m., Monday through Friday in the applicable time zone), except on Boston Scientific declared holidays.

    c. Replacement parts or Equipment provided pursuant to this Agreement will be free of defects in material and workmanship at the time of installation. A replacement part or replacement Equipment may, at Boston Scientific's sole discretion, be new or reconditioned. At Boston Scientific's election, or as set out in the applicable Service Plan, any removed part or exchanged Equipment becomes the property of Boston Scientific and must be returned to Boston Scientific.

    d. For each piece of Equipment, service provided under this Agreement is warranted through termination or expiration of its Service Coverage Period or for ninety (90) days, whichever is longer.

    e. If a Boston Scientific representative is scheduled to be at the Customer's location and is unable to provide service within thirty (30) minutes of the scheduled time not due to the fault of the representative, Customer is responsible for payment of a flat fee at Boston Scientific's applicable rates equal to the time between the scheduled time and the time when service may begin.

    f. If Equipment is scheduled for remedial maintenance other than during standard business hours, such service will be furnished at Boston Scientific's applicable rates, including travel time. If remedial maintenance service begins during standard business hours and, at the Customer's request, extends more than one hour after standard business hours, customer will be charged a flat rate fee at applicable rates for time that exceeds more than one hour.

    g. If applicable under Customer's selected Service Plan for Equipment and subject to availability, loaner equipment or parts may be provided to Customer for a period of time while the Customer's Equipment is being repaired or replaced. Customer shall return any such loaner equipment or parts to Boston Scientific within five (5) business days after receipt by Customer of the repaired or replacement equipment. Unless Boston Scientific have provided a pre-paid shipping label, Customer shall be responsible for costs associated with returning loaner equipment or parts to Boston Scientific.

26. Exclusions. The following are expressly excluded from service coverage under this Agreement:

    a. Disposable items or accessories, including, but not limited to, catheters, cables (unless expressly included in the terms of the Customer's selected Service Plan), tubing, motor drive covers or sterile drapes, introducers, probes, power cords, junction boxes, manuals, etc.

    b. Software upgrades (unless expressly included in the terms of the Customer's selected Service Plan).

    c. Hardware upgrades (unless expressly included in the terms of the Customer's selected Service Plan).

    d. Costs associated with: the preparation and installation of the Equipment including arm plate mounting etc., and/or movement/removal of the Equipment (unless expressly included in the terms of the Customer's selected Service Plan).

    e. Costs associated with any other third-party equipment or software not purchased from Boston Scientific.

    f. Preventative maintenance on the Equipment, unless expressly included in the terms of the Customer's selected Service Plan.

    g. Replacing or repairing Equipment or parts of it with damage caused by or resulting from:

        i. Any intentional or negligent acts or omissions of Customer's employees or agents.

        ii. Any accidental or cosmetic damage to the Equipment, unless expressly included in the terms of the Customer's selected Service Plan.

        iii. Attempts to repair, alter, or access the internal components of the Equipment, or to deinstall, reinstall or relocate the Equipment, made by persons other than Boston Scientific's authorized personnel, without prior approval of Boston Scientific.

        iv. Misuse of the Equipment, including, without limitation, use of the Equipment for any application or function for which it was not designed or use contrary to any Equipment documentation.

        v. Use of operating supplies, consumable parts or cleaning materials, not approved by Boston Scientific.

        vi. Any hardware or software not manufactured and installed by Boston Scientific.

        vii. The transportation or storage of Equipment by Customer or other causes within the reasonable control of Customer.

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viii. Fire, flood, earthquake, storm, hurricane, or other natural disaster, war, terrorism, strike, lockout or other labor dispute, or failure of the operation of electricity, water, telephones, internet service, or other utilities.

Ix. Network or computer malfunction, viruses, malware, security breach, improper or unauthorized access or use of Customer's network or systems, any third-party software, or any event affecting the data security or integrity of Equipment, including errors or omissions, interruptions, or any other inaccuracies caused by such events, except that, if a Boston Scientific Network Security Device ("NSD") has been installed on the Equipment prior to connecting the Equipment to the hospital network and the NSD remains fully enabled following installation, Customer acknowledges Customer remains fully responsible for the security and integrity of its network and systems and in no respect does the connection of the Equipment to the hospital network or the availability and/or use of an NSD transfer the responsibility of network or system security or any legal liability to Boston Scientific.

h. Any other service or item excluded in the Customer's selected Service Plan.

27. Obsolescence. If a part used on or in the Equipment becomes obsolete by Boston Scientific or any supplier of Boston Scientific, and, if Boston Scientific is unable to repair or replace that part of the Equipment because of such obsolescence, Boston Scientific shall notify Customer of such obsolescence and that Boston Scientific will not be able to repair or replace the Equipment. In such case, Boston Scientific will apply a credit for any unused monetary balance on this Agreement toward Customer's purchase of a then-current model of such Equipment covered under the Customer's selected Service Plan. This credit will be Customer's sole and exclusive remedy in the case of part obsolescence.

28. Transferability. Should the Customer sell or otherwise transfer title on equipment that is covered under an ExpertCare service agreement, that title transfer nullifies the existing service coverage. The contract will be considered void, and the Service Provider will have no further obligations under the service contract.

The remainder of this page has been left blank intentionally.

Signature Page to Follow

Docusign Envelope ID: F36B67FE-4AEF-48F9-A182-701CEC701A8D

COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 3/27/2026 | 12:11 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 3/27/2026 | 2:25 PM PDT

CONTRACTOR

Boston Scientific Corporation
Contractor's Business Name*** (see instructions)

Signed by: Josh Papenbrook 3C4E40F252CC407...
Signature of Chair, President, or Vice-President

Josh Papenbrook,
Sales Director, U.S. ExpertCare Solutions
Name and Title

Date: 2/23/2026 | 11:38 AM PST

`

By: Signed by: Numene Bartekwa CE3472F2D373455...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Numene Bartekwa,
ExpertCare Contract Administrator
Name and Title

Date: 2/23/2026 | 11:48 AM PST

Docusign Envelope ID: F36B67FE-4AEF-48F9-A182-701CEC701A8D

Exhibit A:
Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:
CONTRACTOR shall provide NMC with equipment support and services to the Lumenis Pulse 100H Holmium Laser System.

II. CONTRACTOR Obligations:

a. LT Pulse 100 EssentialCare coverage include:
1. All software updates
2. 100% Coverage on parts/travel/labor charges
3. 1 Preventative Maintenance every 12 months
4. Direct access to Technician Service Center
5. 24/7 Phone support during patient procedure
6. Priority service and repair support
7. 2 Business Day response time
8. Standard 2 business day shipping

b. Subject to the exclusions stated in the terms and conditions of this Agreement, if applicable under the Customer's selected Service Plan for the Equipment, Boston Scientific shall repair or replace the Equipment or any part of the Equipment that it determines becomes defective during the term of this Agreement.

c. Boston Scientific will provide service for the Equipment during standard business hours (8:00 a.m. to 5:00 p.m., Monday through Friday in the applicable time zone), except on Boston Scientific declared holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

d. Replacement parts or Equipment provided pursuant to this Agreement will be free of defects in material and workmanship at the time of installation. A replacement part or replacement Equipment may, at Boston Scientific's sole discretion, be new or reconditioned. At Boston Scientific's election, or as set out in the applicable Service Plan, any removed part or exchanged Equipment becomes the property of Boston Scientific and must be returned to Boston Scientific.

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e. For each piece of Equipment, service provided under this Agreement is warranted through termination or expiration of its Service Coverage Period or for ninety (90) days, whichever is longer.

f. If a Boston Scientific representative is scheduled to be at the Customer's location and is unable to provide service within thirty (30) minutes of the scheduled time not due to the fault of the representative, Customer is responsible for payment of a flat fee at Boston Scientific's applicable rates equal to the time between the scheduled time and the time when service may begin.

g. If Equipment is scheduled for remedial maintenance other than during standard business hours, such service will be furnished at Boston Scientific's applicable rates, including travel time. If remedial maintenance service begins during standard business hours and, at the Customer's request, extends more than one hour after standard business hours, customer will be charged a flat rate fee at applicable rates for time that exceeds more than one hour.

h. If applicable under Customer's selected Service Plan for Equipment and subject to availability, loaner equipment or parts may be provided to Customer for a period of time while the Customer's Equipment is being repaired or replaced. Customer shall return any such loaner equipment or parts to Boston Scientific within five (5) business days after receipt by Customer of the repaired or replacement equipment. Unless Boston Scientific have provided a pre-paid shipping label, Customer shall be responsible for costs associated with returning loaner equipment or parts to Boston Scientific.

i. **Excludes**: Replacement of disposable items and accessories, including but not limited to catheters, cables, manuals, safety glasses, outer panels, blast shields, fibers, fiber pole base and hand pieces, loaner, software upgrade, hardware upgrade, and costs associated with preparation & installation of the Pulse™ 100H Holmium Laser Therapy System, and any other third party equipment not purchased from BSC. Accidental/physical damage is not covered, including damage to the system chassis. Loss of the equipment is not covered.

III. Pricing/Fees:

a. Boston Scientific shall invoice Customer for the total price stated herein:

Quantity: 1	Description	Start Date	End Date	List Price	Discount	Extended Price
Serial Number(s): 3201	**LT Pulse 100 EssentialCare 4 y**	**12/03/2025**	**12/02/2029**	**$54,000**	**$5,400**	**$48,600**

b. Boston Scientific 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.

c. 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.

d. Customer may, in its sole discretion, terminate the contract or withhold payments claimed by Boston Scientific for services rendered if Boston Scientific fails to satisfactorily comply with any term or condition of this Agreement.

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e. Upon receipt of Purchase Order, Customer will be invoiced for the Total Price listed for the option selected.

f. Customer shall email an official Purchase Order to the Boston Scientific Service Sales Representative. By issuing a purchase order for the service plan at the price set forth above, Customer acknowledge and agree to, and are deemed to have accepted, Boston Scientific's Service Agreement and the Terms and Conditions attached to it.

The remainder of this page has been left blank intentionally.

Introduced: 3/23/2026

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 ("Agreement") with the Board of Trustees of the California State University through its campus Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo, to work with the County of Monterey to promote and study cardiovascular health among pregnant women and infants, effective upon execution, through June 1, 2030 with no exchange of funds;
b. Approve non-standard liability provisions of the Agreement as recommended by the Director of Health Services or designee;
c. Approve a non-standard Letter of Indemnification between the County of Monterey and the Johns Hopkins University School of Medicine (Reviewing [Internal Review Board] (IRB)) associated with the Early Intervention to Promote Cardiovascular Health of Mothers and Children (ENRICH) study, with no exchange of funds, as recommended by the Director of Health Services;
d. Approve the execution of the non-standard SMART IRB Master Common Reciprocal Institutional Review Board Authorization Agreement associated with the ENRICH study with Johns Hopkins University School of Medicine serving as the Reviewing IRB, with no exchange of funds, as recommended by the Director of Health Services; and
e. Approve and authorize the Director of Health Services or designee to sign up to three (3) future amendments to the Agreement, provided that these amendments do not substantially change the Scope of Services and do not result in an increase in funds, and with approval from the Office of the County Counsel.

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 ("Agreement") with the Board of Trustees of the California State University through its campus Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo, to work with the County of Monterey to promote and study cardiovascular health among pregnant women and infants, effective upon execution, through June 1, 2030 with no exchange of funds;
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SUMMARY:
Early Intervention to Promote Cardiovascular Health of Mothers and Children (ENRICH) is a research study that aims to address rising rates of maternal morbidity and mortality in the U.S. ENRICH looks at the effectiveness of a cardiovascular intervention and address cardiovascular health disparities in both mothers and children less than 3 years of age. The intervention is provided by evidence-based home visiting programs like Nurse Family Partnership (NFP) during the perinatal period and through the child's second birthday.

DISCUSSION:
The County of Monterey Public Health Bureau's NFP is an evidence-based program that pairs a nurse with a first-time parent to provide support starting in pregnancy and continuing until the child is two years old, supporting parents achieve their own goals so safe, strong, and thriving families prosper. Since January 2019, 218 families have enrolled in the County of Monterey's NFP services, and 50 families have graduated when the child turned 2 years old.

Nurse Family Partnership staff will provide their clients with ENRICH program brochures and offer clients the opportunity to participate in ENRICH. NFP staff may refer interested clients to the ENRICH program. Cal Poly Partners will enroll consenting NFP clients into the ENRICH study to further support the cardiovascular health of the families. NFP staff will provide clients that enroll in the study education and evidence-based interventions intended to improve cardiovascular health and reduce cardiovascular health disparities. Cal Poly Partners will conduct all research-related activities. The research study has Institutional Review Board approval for compliance with federal human subjects protection requirements and with Health Insurance Portability and Accountability Act (HIPAA). The cyber risk exposure to County systems or data arising from this agreement is low. As a result, the Health Department is not requiring cyber liability insurance under this agreement.

The SMART IRB Agreement is a national reliance framework used to facilitate IRB reliance among participating institutions. When reliance is based on the SMART IRB Agreement, execution of both the SMART IRB Agreement and a separate Letter of Indemnification (LOI) is required. Johns Hopkins Medicine (JHM) requires the LOI because the SMART IRB Agreement does not include indemnification provisions. The LOI is executed a single time between Johns Hopkins and each organization on which Johns Hopkins relies under the SMART IRB Agreement, and no subsequent executions are required for future reliance arrangements with the same organization.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
There is no exchange of funds with this agreement. There are sufficient appropriations in the Health Department's (001-4000-8124-HEA003) FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This MOU aligns with the Strategic Plan Goal of Well-Being and Quality of Life and Safe and Resilient Communities, specifically key objective of Services: Provide service enhancements to support well-being and quality of life. The partnership promotes and studies the cardiovascular health among pregnant women and infants in socially disadvantaged populations at high risk of cardiovascular disease morbidity and mortality through a home visiting intervention.

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
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding
SMART IRB agreement (sample)
Letter of Indemnification JHUSOM Reviewing IRB

Introduced: 3/23/2026

Current Status: Health Department - Consent

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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
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Patricia Velarde, Management Analyst II, 796-1377
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Memorandum of Understanding
SMART IRB agreement (sample)
Letter of Indemnification JHUSOM Reviewing IRB

Docusign Envelope ID: 9DAC0513-DAAE-4D41-B52B-75F43289322A

MEMORANDUM OF UNDERSTANDING
Between
COUNTY OF MONTEREY
And
CAL POLY CORPORATION, dba CAL POLY PARTNERS, SAN LUIS OBISPO

This Memorandum of Understanding (MOU) is entered into by and between County of Monterey and Board of Trustees of the California State University through its campus Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo (Contractor). This MOU shall set forth the terms in which County of Monterey and Contractor intend to work together to promote and study cardiovascular health among pregnant women and infants.

Background

The National Institute of Health (NIH) has funded the Contractor through its Cal Poly Center for Health Research to promote and study cardiovascular health among pregnant women and infants. This is a seven-year research project involving more than 400 participants in California and Rhode Island enrolled in programs with evidence-based home health visitation services, such as the nonprofit Nurse Family Partnership and Parents as Teachers.

The grant is part of the NIH Early Intervention to Promote Cardiovascular Health of Mothers and Children (ENRICH) program to promote heart health and address health disparities in low-income pregnant and postpartum women and their infants living in low-resource communities.

The research will entail program development, implementation and evaluation of a new program designed to promote cardiac health in women and children. In collaboration with local home visiting partners, the program seeks to reduce such heart disease risk factors as obesity, sedentary lifestyles, smoking, poor diets, high blood pressure, and high glucose.

Contractor faculty, students, and staff from diverse disciplines are collaborating with counterparts at Brown University, a private research institution in Providence, Rhode Island, and other centers and home visiting programs to develop and evaluate the effectiveness of the heart health program relative to usual home visiting control group. The research team expects to develop and implement strategies around healthy eating, activity, obesity prevention and other cardiovascular health behaviors.

The objective of this research is to facilitate the prevention and treatment of cardiovascular health among pregnant and postpartum people and children.

Scope of Work

The Research project ("Project") entitled "ENRICH" as described in Attachment A, shall be performed on a reasonable efforts basis.

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TERMS AND CONDITIONS:

1. TERM
The term of this MOU shall become effective upon execution and terminate 06/01/2030 unless extended in writing executed by both County of Monterey and Contractor.

2. COMPENSATION
No funding will be associated with this agreement.

3. INDEPENDENT CONTRACTOR
Contractor is an independent contractor, working under his/her own supervision and direction and is not a representative or employee of County of Monterey.

4. MUTUAL HOLD HARMLESS
Contractor shall defend, indemnify and hold harmless County of Monterey, its officials, officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of Contractor's performance of this MOU but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Contractor, its officers, agents or employees.

County of Monterey shall defend, indemnify and hold harmless Contractor, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of County of Monterey's performance of this MOU, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of County of Monterey, its officers, agents or employees.

5. INSURANCE
Each party shall be responsible for its own actions or omissions and those of its employees. Each party shall be individually responsible for providing insurance coverage in accordance with its existing employee and volunteer policies and practices. Each party shall maintain its own equipment in safe and operational condition.

6. ALTERATION OF TERMS
The body of this MOU fully expresses all understandings of the parties concerning all matters covered and shall constitute the total MOU. No addition to, or alteration of, the terms of this MOU whether by written or verbal understanding of the parties, their officers, agents, or employees shall be valid unless made in the form of written amendment to this MOU which is formally approved and executed by all parties.

7. NOTICES
All notices, claims, correspondence, reports and/or statements authorized or required by this MOU shall be addressed as follows:

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County of Monterey:
Name: Ella Harris
Title: Director of Public Health Nursing
Address: 1270 Natividad Rd, Salinas, CA 93906
Phone: (831)796-1279

Contractor:
Name: Darya Veach
Title: Director, Sponsored Programs
Email: sponprog@calpoly.edu
Phone: 805-756-1123

8. DISPUTE RESOLUTION

Any dispute resolution action arising out of this MOU shall be resolved in accordance with the laws of the State of California.

9. APPLICABLE LAW AND FORUM

This MOU shall be construed and interpreted according to California law.

10. TERMINATION

1. Termination without cause.
    i. This Agreement may be terminated by either Party without cause upon thirty (30) days written notice.
2. Termination with cause.
    i. This Agreement may be terminated immediately by either Party if the terms of this Agreement are violated in any manner.
3. Other grounds for termination.
    i. In the event that any other Agreement, as being related to or necessary for the performance of this Agreement, terminates or expires, this Agreement may be terminated upon the effective date of the termination of that Agreement, even if such termination shall occur with less than thirty (30) days written notice.

11. PUBLICITY

The Corporation/University will not use the name of County of Monterey, or its employees, in any publicity without approval. County of Monterey shall not use the name of the University or Corporation, nor any of its employees, or other persons or entities affiliated with the project, in any publicity, advertising, or news release without the prior written approval of the authorized representative of the University or Corporation. The foregoing shall not apply to on-campus or internal County of Monterey newsletters and reports.

12. NON-DISCLOSURE

During the term of this Agreement, Contractor, San Luis Obispo representatives or staff may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other party or as required by law. This provision shall survive the

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termination, expiration or cancellation of the Agreement.

All information and records obtained in the course of providing services under this Agreement shall be confidential and Contractor shall comply and ensure Contractor's representatives or staff comply with state and federal requirements regarding confidentiality of patient information (including but not limited to Civil Code Section 56 et seq., the Confidentiality of Medical Information Act, Title 45, Code of Federal Regulations, section 205.50 for Medi-Cal eligible patients, and the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts 160 and 164). Cal Poly shall comply and ensure representatives or staff comply with all applicable patients' rights regulations and statutes. This provision shall survive the termination, expiration or cancellation of this Agreement.

Attached to this Agreement as Attachment B and incorporated by reference, is a Business Associate Agreement as required by the HIPAA.

13. NO DELEGATION OR ASSIGNMENT

County of Monterey and Contractor shall not delegate, transfer or assign its duties or rights under this MOU, either in whole or in part, directly or indirectly, by acquisition, asset sale, merger, change of control, operation of law or otherwise, without the prior written consent of the other party and any prohibited delegation or assignment shall render the contract in breach. Upon consent to any delegation, transfer or assignment, the parties will enter into an amendment to reflect the transfer and successor to Contractor or County of Monterey.

14. SIGNATURE AUTHORITY

Each party has the full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU. This Agreement may be executed electronically, and an electronic copy or other facsimile of this Agreement shall be treated as an original.

15. MISCELLANEOUS

There are no third-party intended beneficiaries of this Agreement. No provision of this Agreement may be waived or modified except in an amendment to this Agreement signed by both parties. No waiver shall be implied from the passage of time, and no waiver shall be construed to constitute an ongoing waiver.

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IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the day and year first above written.

Contractor:

Cal Poly Corporation, dba Cal Poly Partners, San Luis Obispo
Darya Veach, Director, Sponsored Programs

Signature: DocuSigned by: Darya Veach DA5A9A048D1C4FA... Date: 3/16/2026 | 10:08 AM PDT

COUNTY OF MONTEREY

By :_____
Elsa M. Jimenez, Director of Health Services

Approve as to Form
By Signed by: Kevin Serrano CF464EA4829E4B5... 3/20/2026 | 3:46 PM PDT
Count Counsel

Approved as to Fiscal Provisions
By DocuSigned by: Patricia Ruiz E79EF64E5454F6... 3/23/2026 | 7:13 AM PDT
Auditor /Controller

EXHIBITS/ATTACHMENTS:
ATTACHMENT A: ENRICH National Institute of Health Study
ATTACHMENT B: HIPAA Business Associate Exhibit

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ATTACHMENT A
ENRICH
National Institute of Health (NIH) Study

As used in this Attachment A, terms such as we/us/our/ours refer to Contractor and not County of Monterey.

The goal of ENRICH is to determine the effectiveness of combining pre- and postnatal lifestyle interventions with established and sustained evidence-based home visiting programs, Parents as Teachers, Healthy Families America and Nurse Family Partnership, to reduce cardiovascular disease risk factors in Hispanic and non-Hispanic birthing women and children. During the initial 2-year phase, we will work with our home visiting partners in the development of a high-impact heart health program. During the subsequent 5-year phase, we will conduct a Hybrid Type 1 effectiveness-implementation trial in which we recruit 411 perinatal women (206 in CA and 205 in RI) who are randomized to receive a usual home visiting program or usual home visiting with heart health content integrated into the curriculum.

ENRICH is important for public health for many reasons

- The program has outstanding potential for reducing cardiovascular disease risk factors and interrupting the intergenerational transmission of obesity and cardiovascular disease risk factors in socially disadvantaged, Hispanic and non-Hispanic populations at high risk of cardiovascular disease morbidity and mortality.
- Our model of enhancing home visiting is very likely to have a sustained impact because it is part of an established home visiting infrastructure that has been in place for several years, ensuring sustainability of the implementation context.
- The approach has great potential to reduce the healthcare sector and societal health costs associated with cardiovascular disease.

<u>Overall Procedures</u>

1. Home visiting agency staff will provide clients with program brochures related to the ENRICH program.
2. If a client agrees to receive more information regarding ENRICH, home visiting agency staff will fill out or provide the client an ENRICH Referral Form for voluntary client consent to be contacted. Forms will be provided to Contractor representatives who will contact the client to provide more detailed information about the program. Forms may be completed electronically or using paper and pencil method.
3. Contractor representatives shall conduct all research-related activities, including screening, consenting, and assessments. Home visiting agency staff shall not conduct research activities, obtain research consent, or collect research data, and shall deliver curriculum content solely as part of routine home visiting services when assigned to the intervention group.
4. Home visiting agency may provide limited administrative information only (e.g., updated contact information or appointment attendance status) and shall not disclose Protected Health Information (PHI) or sensitive clinical information unless expressly authorized by the client through a HIPAA-compliant authorization and permitted under the Business Associate Agreement.

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5. When feasible, home visitors will attend training sessions describing the ENRICH heart health curriculum and provide the curriculum to their clients, if assigned to the intervention group.
6. Contractor will answer client questions related to ENRICH and refer clients to home visiting agency staff if a client's questions are related to home visitation matters and care.
7. Participation in ENRICH is entirely voluntary, and a client's decision to participate or not participate shall not affect eligibility for, access to, or quality of home visiting services.

Cal Poly representatives will abide by the following procedures:

1. Coordinate with home visiting personnel regarding scheduled visits by Contractor personnel to clinics for training, recruitment, or other purposes.
2. Inform home visiting agency of a client's participation in the study.
3. If assigned to the intervention group, provide home visitors with access to the ENRICH curriculum to deliver to their clients who have enrolled in the ENRICH intervention.
4. Provide home visitors with opportunities to attend training sessions describing the ENRICH heart health curriculum.
5. For clients who have provided informed consent and volunteered to participate in ENRICH, Contractor may provide a limited scope of information about the client's measures to home visiting agency staff in accordance with institutionally approved protocols. Limited Scope of Information" means non-clinical, non-diagnostic administrative data necessary to support study coordination, including enrollment status and visit attendance, excluding medical records, diagnoses, treatment details, lab results, or billing information, unless otherwise authorized in writing by the participant and permitted under HIPAA.
6. Maintain strict confidentiality of all participant records and ensure all HIPAA requirements are met throughout research study procedures.

Home visiting agency (County of Monterey) representatives will abide by the following procedures:

1. Offer (and not require) evidence-based home visiting clients the opportunity to participate in ENRICH.
2. Home visiting agency may provide information about a client (e.g., contact information changes, attendance, or other information) to Contractor ENRICH staff in accordance with institutionally approved protocols and client consent.
3. When feasible, attend training sessions describing the ENRICH heart health curriculum prior to delivering any ENRICH-related content, and deliver curriculum only after completing such training to ensure fidelity and support informed delivery of content.

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Attachment B
HIPAA Business Associate Exhibit

I. Recitals.

A. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act ("HIPAA") and its implementing privacy and security regulations at 45 CFR Parts160 and 164 ("the HIPAA regulations").

B. The County of Contractor ("County") wishes to, or may, disclose to Cal Poly Corporation, San Luis Obispo ("Business Associate") certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI") pursuant to HIPAA regulations.

C. "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium that relates to the past, present, or future physical or mental condition of an individual, the provision of health or dental care to an individual, or the past, present, or future payment for the provision of health or dental 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. PHI shall have the meaning given to such term under HIPAA and HIPAA regulations, as the same may be amended from time to time.

D. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PHI, or confidential data that is essential to the ongoing operation of the Business Associate's organization and intended for internal use; or interference with system operations in an information system.

E. As set forth in this Agreement, Cal Poly Corporation, San Luis Obispo. ("Contractor") is the Business Associate of County that provides services, arranges, performs or assists in the performance of functions or activities on behalf of County and creates, receives, maintains, transmits, uses or discloses PHI.

F. County and Business Associate desire to protect the privacy and provide for the security of PHI created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, in compliance with HIPAA and HIPAA regulations.

G. The purpose of this Exhibit is to satisfy certain standards and requirements of HIPAA and the HIPAA regulations, and other applicable laws.

H. The terms used in this Exhibit, but not otherwise defined, shall have the same meanings as those terms are defined in the HIPAA regulations.

I. The Parties acknowledge that research activities do not exempt the Business Associate from compliance with HIPAA, state privacy laws, or County security requirements, regardless of IRB approval.

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In exchanging information pursuant to this Agreement, the parties agree as follows:

II. Permitted Uses and Disclosures of PHI by Business Associate.

A. ***Permitted Uses and Disclosures***. Except as otherwise indicated in this Exhibit, Business Associate may use or disclose PHI only to perform functions, activities or services specified in this Agreement, for, or on behalf of County, provided that such use or disclosure would not violate the HIPAA regulations, if done by County. PHI shall not be used for secondary research, future studies, training datasets, publications, or grant applications without separate written authorization from County and the individual, as applicable.

B. ***Specific Use and Disclosure Provisions***. Except as otherwise indicated in this Exhibit, Business Associate may:

1) ***Use and Disclose for Management and Administration***. Use and disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be 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 the Business Associate of any instances of which it is aware that the confidentiality of the information has been breached. Use and disclosure for management and administration shall not include storage in non-approved systems, cloud platforms, or personal devices, and shall remain subject to minimum necessary standards.

III. Responsibilities of Business Associate.

Business Associate agrees:

A. ***Nondisclosure.*** Not to use or disclose Protected Health Information (PHI) other than as permitted or required by this Agreement or as required by law.

B. ***Safeguards***. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of County; and to prevent use or disclosure of PHI other than as provided for by this Agreement. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section C, Security, below. Business Associate will provide County with its current and updated policies.

C. ***Security***. The Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing County PHI. These steps shall include, at a minimum:

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1) Complying with all of the data system security precautions listed in the Business Associate Data Security Standards set forth in Attachment 1 to this Exhibit;

2) Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notification shall be provided by calling the County Health Department Compliance Officer. Business Associate shall take:

i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and

ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3) ***Investigation of Breach***. To immediately investigate such security incident, breach, or unauthorized use or disclosure of PHI or confidential data. ***Without unreasonable delay and no later than seventy-two (72) hours of the discovery***, to notify the County:

i. What data elements were involved, and the extent of the data involved in the breach,

ii. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI or confidential data,

iii. A description of where the PHI or confidential data is believed to have been improperly transmitted, sent, or utilized,

iv. A description of the probable causes of the improper use or disclosure; and

v. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered.

4) ***Written Report***. To provide a written report of the investigation to the County under HIPAA within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

5) ***Notification of Individuals***. To notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and to pay any costs of such notifications, as well as any costs associated with the breach. The County shall approve the time, manner and content of any such notifications. Business Associate shall not notify regulators, funding agencies, or the media regarding any breach involving County PHI without prior written approval from County, except where notification is expressly required by law and time-sensitive.

6) ***County Contact Information***. To direct communications to the above referenced County staff, Business Associate shall initiate contact as indicated herein. County reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

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County of Monterey Health Department
Administration Bureau
Attn: HIPAA Compliance Officer
Shiba Sumeshwar
sumeshwarsd@countyofmonterey.gov

D. ***Employee Training and Discipline***. To train and use reasonable measures to ensure compliance with the requirements of this Exhibit by employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI; and discipline such employees who intentionally violate any provisions of this Exhibit, including by termination of employment. In complying with the provisions of this section K, Business Associate shall observe the following requirements:

1) Business Associate shall provide information privacy and security training, at least annually, at its own expense, to all its employees who assist in the performance of functions or activities on behalf of County under this Agreement and use or disclose PHI.

2) Business Associate shall require each employee who receives information privacy and security training to sign a certification, indicating the employee's name and the date on which the training was completed.

3) Business Associate shall retain each employee's written certifications for County inspection for a period of six (6) years following contract termination.

E. ***Subcontractors***. Business Associate shall not engage any subcontractor that creates, receives, maintains, or transmits County PHI without prior written approval from County and execution of a written agreement imposing the same HIPAA and security obligations contained herein.

IV. Obligations of County.

County agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with applicable and relevant Notice(s) of Privacy Practices that County HIPAA-covered healthcare components produce in accordance with 45 CFR 164.520, as well as any changes to such notice(s).

B. ***Permission by Individuals for Use and Disclosure of PHI***. Provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures.

C. ***Notification of Restrictions***. Notify the Business Associate of any restriction to the use or disclosure of PHI that County has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of PHI.

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D. ***Requests Conflicting with HIPAA Rules***. Not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA regulations if done by County.

V. Audits, Inspection and Enforcement.

From time to time, County may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement and this Exhibit. Business Associate shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the County Compliance Officer or the County Chief Information Security Officer in writing. The fact that County inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit, nor does County's:

A. Failure to detect or

B. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of County's enforcement rights under this Agreement and this Exhibit.

VI. Termination.

A. ***Termination for Cause***. Upon County's knowledge of a material breach of this Exhibit by Business Associate, County shall:

1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by County;

2) Immediately terminate this Agreement if Business Associate has breached a material term of this Exhibit and cure is not possible; or

3) If neither cure nor termination is feasible, report the violation to the Secretary of the U.S. Department of Health and Human Services.

B. ***Judicial or Administrative Proceedings***. Business Associate will notify County if it is named as a defendant in a criminal proceeding for a violation of HIPAA. County may terminate this Agreement if Business Associate is found guilty of a criminal violation of HIPAA. County may terminate this Agreement if a finding or stipulation that the Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined.

C. ***Effect of Termination***. Upon termination or expiration of this Agreement for any reason, Business Associate shall promptly return or destroy all PHI received from County (or created or received by Business Associate on behalf of County) that Business Associate still

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maintains in any form, and shall retain no copies of such PHI or, if return or destruction is not feasible, shall continue to extend the protections of this Exhibit to such information, and shall limit further use of such PHI to those purposes that make the return or destruction of such PHI infeasible. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall certify in writing the return or destruction of all PHI, including PHI held by subcontractors, within 30 days of contract termination, unless otherwise approved in writing by County.

VII. Miscellaneous Provisions.

A. ***Disclaimer***. County makes no warranty or representation that compliance by Business Associate with this Exhibit, HIPAA or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI.

B. ***Amendment***. The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon County's request, Business Associate agrees to promptly enter into negotiations with County concerning an amendment to this Exhibit embodying written assurances consistent with the standards and requirements of HIPAA, the HIPAA regulations or other applicable laws. County may terminate this Agreement upon thirty (30) days written notice in the event:

1) Business Associate does not promptly enter into negotiations to amend this Exhibit when requested by County pursuant to this Section or

2) Business Associate does not enter into an amendment providing assurances regarding the safeguarding and security of PHI that County, in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA and the HIPAA regulations.

C. ***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 this Agreement, available to County at no cost to County to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against County, its directors, officers or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries***. Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than County or Business Associate and their respective successors or assignees, any rights,

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remedies, obligations or liabilities whatsoever.

E. ***Interpretation***. The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HIPAA regulations and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with HIPAA and the HIPAA regulations.

F. ***Regulatory References***. A reference in the terms and conditions of this Exhibit to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival***. The respective rights and obligations of Business Associate under Section VII. C of this Exhibit shall survive the termination or expiration of this Agreement.

H. ***No Waiver of Obligations***. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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Attachment 1
Business Associate Data Security Standards

I. General Security Controls.

A. ***Confidentiality Statement.*** All persons that will be working with County PHI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to County PHI. The statement must be renewed annually. The Business Associate shall retain each person's written confidentiality statement for County inspection for a period of six (6) years following contract termination.

B. ***Background Check.*** Before a member of the Business Associate's workforce may access County PHI, Business Associate must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop Encryption.*** All workstations and laptops that process and/or store County PHI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the County Information Security Office.

D. ***Server Security.*** Servers containing unencrypted County PHI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of County PHI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable Media Devices.*** All electronic files that contain County PHI data must be encrypted when stored on any removable media or portable device using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus Software.*** All workstations, laptops and other systems that process and/or store County PHI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store County PHI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing County PHI. Username must be promptly disabled, deleted, or the password changed

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upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every sixty (60) days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All County PHI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

II. System Security Controls.

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

B. ***Warning Banners.*** All systems containing County PHI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for County PHI, or which alters County PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If County PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least six (6) years after occurrence**.**

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission Encryption.*** All data transmissions of County PHI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing County PHI can be encrypted. This requirement pertains to any type of County PHI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting County PHI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

III. Audit Controls.

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A. ***System Security Review.*** All systems processing and/or storing County PHI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing County PHI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing County PHI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

IV. Business Continuity / Disaster Recovery Controls.

A. ***Disaster Recovery.*** Business Associate must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic County PHI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

B. ***Data Backup Plan.*** Business Associate must have established documented procedures to back-up County PHI to maintain retrievable exact copies of County PHI. The plan must include a regular schedule for making back-ups, storing back-ups offsite, an inventory of back-up media, and the amount of time to restore County PHI should it be lost. At a minimum, the schedule must be a weekly full back-up and monthly offsite storage of County data.

V. Paper Document Controls.

A. ***Supervision of Data.*** County PHI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. County PHI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where County PHI is contained shall be escorted and County Protected Health Information shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** County PHI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the County PSCI is no longer needed.

D. ***Removal of Data.*** County PHI must not be removed from the premises of the Business Associate except with express written permission of County.

E. ***Faxing.*** Faxes containing County PHI shall not be left unattended and fax

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machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** County PHI shall only be mailed using secure methods. Large volume mailings of County Protected Health Information shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a County approved solution, such as a solution using a vendor product specified on the CSSI.

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SMART IRB

SMART IRB Reliance Agreement

Introduction

The purpose of this SMART IRB Reliance Agreement ("Agreement") is to support Institutional Review Board ("IRB") reliance in facilitation of multi-site human subjects research. The Agreement allows a Participating Institution (defined below) to cede IRB review ("Relying Institution") to the IRB ("Reviewing IRB") of another Participating Institution ("Reviewing IRB Institution"), including an Independent IRB Organization (defined below), as well as to obtain determinations of exemption from IRB review from a Reviewing IRB or Reviewing IRB Institution. A Participating Institution may be referred to herein as a "Party" to the Agreement, and Participating Institutions may be referred to collectively as the "Parties."

Developed under an award from the National Center for Advancing Translational Sciences ("NCATS") at the National Institutes of Health ("NIH"), the Agreement sets forth the respective authorities, roles, and responsibilities of the Parties pursuant to U.S. federal laws and regulations and applicable federal policies governing IRB reliance and reliance agreements when an instance of reliance is determined to be acceptable by Participating Institutions in accordance with the processes set forth herein.

This Agreement is open to participation by any legal entity, private or public, including any institution or other research organization or site, and any department, agency, or instrumentality of federal, state, local, or other government ("Institution") that (i) meets the eligibility requirements set forth in Sections 1.1 through 1.3 hereof and (ii) accepts the terms and conditions of the Agreement through the execution of a SMART IRB Joinder Agreement as further set forth in Section 1.4 hereof ("Participating Institution").

This Agreement is also open to participation on the same conditions by any independent IRB organization that provides IRB review services ("Independent IRB Organization"). The terms "Institution," "Participating Institution," and "Reviewing IRB" as used herein, and all rights and obligations of Institutions, Participating Institutions, and Reviewing IRBs hereunder, shall include and apply to Independent IRB Organizations unless otherwise noted herein.

Nothing in this Agreement restricts an Institution outside the U.S. that meets the conditions for participation from becoming a Participating Institution for purposes of any obligations it may have to comply with U.S. laws, regulations, or policies; however, no representation is made as to the sufficiency

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of the Agreement for any Participating Institution's compliance with any foreign laws, regulations, or policies with respect to the subject matter hereof.

A glossary of all acronyms and capitalized terms used in this Agreement, even if they are defined within the body of the Agreement, is provided at Exhibit A, which is attached hereto and incorporated by reference herein.

This Agreement is designed to meet U.S. federal requirements for designation of another Participating Institution's IRB as the Reviewing IRB. This Agreement shall be kept on file at each Participating Institution and shall be provided to the U.S. Department of Health and Human Services ("DHHS") Office for Human Research Protections ("OHRP") or other federal departments or agencies with requisite authority upon request.

1. Eligibility and Process to Participate in the Agreement

An Institution is eligible to participate in this Agreement if it meets the following requirements and takes the following steps:

1.1 Assurance and Oversight. Unless it is an Independent IRB Organization, the Institution must (i) maintain an assurance of compliance with the Federal Policy (defined in Exhibit A) with at least one federal department or agency ("Assurance"), even if it does not engage in federally funded research; and (ii) require IRB review and provide institutional oversight of its non-exempt human subjects research regardless of funding source. For clarity, this Agreement does not require the Institution to extend its Assurance(s) to research that is not federally funded. The Institution may elect to do so (where permitted by the relevant federal department or agency) or may maintain internal policies or other requirements for IRB review and institutional oversight of such research.

1.2 HRPP Quality. If it has an IRB or is an Independent IRB Organization, the Institution must have undergone or have initiated an assessment of the quality of its human research protection program ("HRPP") (defined in Exhibit A). Such assessment may be one conducted by the Institution itself or by a third party. Such assessment must have occurred or have been initiated within the five (5) years prior to

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the Institution joining the Agreement (or a prior version thereof, if the Institution's participation has been continuous since initially joining).

1.3 Point(s) of Contact. The Institution must identify and establish at least one individual who will serve as the contact person or point of contact ("POC") responsible for communicating on behalf of the Institution with respect to matters concerning the initial and ongoing implementation of this Agreement.

1.4 Execution of a Joinder Agreement.

1.4.1 Joinder Agreement. The Institution must execute a SMART IRB Joinder Agreement available at www.smartirb.org, which will be in substantially the same form as attached hereto at Exhibit B ("Joinder Agreement"). With respect to all Institutions except Independent IRB Organizations, the Joinder Agreement documents (i) the joining Institution's representation and warranty that it meets all eligibility requirements specified in Sections 1.1 through 1.3 for participation in the Agreement; (ii) the joining Institution's agreement that it may accept and rely on the review of any of the IRBs of the Participating Institutions and that any Participating Institution may rely on the review of the Institution's IRB(s) (if applicable) when so elected by such Participating Institutions under the Agreement; and (iii) the joining Institution's agreement that it will be bound by and subject to the terms and conditions of the Agreement. With respect to Independent IRB Organizations, the Joinder Agreement documents (i) the Independent IRB Organization's representation and warranty that it meets the eligibility requirements specified in Sections 1.2 and 1.3 for participation in the Agreement; (ii) the Independent IRB Organization's agreement that any Participating Institution may rely on the review of the Independent IRB Organization's IRB(s) when so elected by such Independent IRB Organization and Participating Institution under the Agreement; and (iii) the Independent IRB Organization's agreement that it will be bound by and subject to the terms and conditions of the Agreement.

1.4.2 Effective Date. The Effective Date of the Agreement with respect to any Participating Institution is the Effective Date of its Joinder Agreement; however, the Participating Institution's actual participation in any Covered Activities (defined below) under the Agreement may be subject to activation or other processes.

ANY ATTEMPTED REVISION(S)/MODIFICATION(S) TO THIS AGREEMENT BY A PARTICIPATING INSTITUTION WILL BE NULL AND VOID, AND UNENFORCEABLE.

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1.4.3 Acceptance. Each Participating Institution acknowledges and agrees that, if an Institution meets the applicable eligibility requirements as specified above and executes a Joinder Agreement, it will be a Party to this Agreement.

1.4.4 Scope of Joinder Agreement. For clarity, a Joinder Agreement covers only a single specific Participating Institution and does not include any entity holding a separate Assurance or any separate legal entity (even if under the same Assurance) with which a Participating Institution or its IRB(s) may be affiliated or have an IRB reliance relationship. Each affiliate or other entity that has its own separate Assurance or is a separate legal entity (even if under the same Assurance) from the Participating Institution will need to execute its own Joinder Agreement in order to participate in the Agreement.

2. Scope and Application of the Agreement

2.1 Covered Activities.

2.1.1 Ceded Review. This Agreement provides for and serves as documentation of the transfer of authority to, and reliance on, a Reviewing IRB for IRB review and oversight of Research ("Ceded Review"). For purposes of this Agreement, "Research" means (i) any human subjects research within the meaning of the Federal Policy or within the meaning of any other federal human subjects protection regulations or policies; (ii) any investigation/clinical investigation within the meaning of the U.S. Food and Drug Administration ("FDA") Clinical Investigation Regulations (defined in Exhibit A); and (iii) any other research for which any Participating Institution seeks or is required to rely on a Reviewing IRB. As used in this Agreement, Research may reference a specific study or protocol (an instance of Research) or collectively any or all of the studies or protocols eligible under the Agreement.

2.1.2 Exemption Determinations. This Agreement also permits and serves as documentation of reliance on a Reviewing IRB or on a Reviewing IRB Institution for a determination whether Research is exempt from some or all of the requirements of the Federal Policy ("Exemption Determination"). In the case of Exemption Determinations, including those for which Limited IRB Review (defined in Exhibit A) is required, and with respect to Research that is subject to an Exemption Determination, all of the terms of this Agreement shall apply to the extent provided therein except for Sections 2.5,

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5.4.1, 5.7, 5.9, 5.15, 6.4, 6.8, 6.9, 6.12, and 6.14. Ceded Review of Research and Exemption Determinations shall each constitute a "Covered Activity" for purposes of this Agreement, and one or both may collectively be referred to herein as "Covered Activities."

2.2 Elective Use. Each Participating Institution shall have the right to elect, on a case-by-case basis, whether to participate in any Covered Activity under this Agreement. Further, no Participating Institution shall be obligated to participate as a Reviewing IRB/Reviewing IRB Institution or a Relying Institution with regard to any particular instance of Research.

2.3 Non-Exclusivity. This Agreement does not preclude any Participating Institution from participating in any other IRB authorization or reliance agreement(s) that it may have or enter into with other entities, including other Participating Institutions.

2.4 Separate Arrangements for Financial Terms. This Agreement does not obligate any Participating Institution to expend funds or otherwise constitute any financial commitment on the part of a Participating Institution. However, this Agreement does not preclude Participating Institutions who wish and are able to do so from making separate arrangements or agreements with one another to provide for financial support of, or allocation of financial liability or responsibility resulting from, Covered Activities, subject to Section 8.7 hereof. Such financial arrangements or agreements may include, without limitation, (i) agreements for coverage of costs/charges for Reviewing IRB review or Reviewing IRB Institution responsibilities; and (ii) agreements for indemnification as further provided in Section 4.10 hereof.

2.5 Duration and Nature of Ceded Review; Withdrawal of Research from Ceded Review or Withdrawal of Reviewing IRB; Effect of Withdrawal.

2.5.1 Duration and Nature of Ceded Review. When Ceded Review of Research occurs under this Agreement, the Research will be and remain under the oversight authority of the Reviewing IRB determined/selected pursuant to Section 3 hereof, as "IRB of record," for as long as IRB review/oversight is required for the particular Research (presuming that participation of the Reviewing IRB/Reviewing IRB Institution and Relying Institution in the Agreement has not terminated pursuant to Section 7 hereof), except in the circumstances set forth in Section 2.5.2.

2.5.2 Withdrawal of Research from Ceded Review or Withdrawal of Reviewing IRB.

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2.5.2.1 A Relying Institution may withdraw the Research from Ceded Review at any time.

2.5.2.2 A Reviewing IRB may determine based on significant cause that it must withdraw from providing review and oversight of the Research for a Relying Institution, in which case it may do so upon sixty (60) business days' prior written notice to the Relying Institution explaining the significant cause for the Reviewing IRB's withdrawal. Significant cause may include, among other things, ongoing failure by the Relying Institution to comply with its obligations under this Agreement, of which failure the Relying Institution is on notice and has not corrected after a reasonable time. For clarity, any such withdrawal is distinct from and will not by itself be considered a suspension or termination of IRB approval for the Research within the meaning of the Federal Policy, other federal human subjects protection regulations or policies, or the FDA Clinical Investigation Regulations.

2.5.2.3 Additionally, Research may be withdrawn from Ceded Review in the circumstances described in Sections 5.7/6.8 and 8.11 hereof.

2.5.3 Effect of Withdrawal. In any of the circumstances described in Section 2.5.2, the Relying Institution understands, acknowledges, and agrees that the withdrawal of Research from Ceded Review may be subject to other requirements and that such withdrawal may affect the Relying Institution's continued involvement in the Research pursuant to or as a result of the Federal Policy or other federal laws, regulations or policies governing IRB reliance, or other external sources apart from this Agreement, and that in no event shall a Reviewing IRB or Reviewing IRB Institution be responsible for such requirements or consequences. In all cases where the Relying Institution is eligible to and will continue with the Research after the withdrawal of the Research from Ceded Review, the Reviewing IRB and Relying Institution will work together to facilitate the transfer of IRB oversight to another IRB with the goals of ensuring the continued protection of Research participants and of limiting the potential disruption to the Research.

3. Collaborative Processes for Consideration of Reliance Requests, Determination of Reviewing IRB/Reviewing IRB Institution, and Determination of Applicable Policies and Procedures

ANY ATTEMPTED REVISION(S)/MODIFICATION(S) TO THIS AGREEMENT BY A PARTICIPATING INSTITUTION WILL BE NULL AND VOID, AND UNENFORCEABLE.

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3.1 Research Subject to Single IRB Mandates. Participating Institutions acknowledge and agree that with respect to Research that is subject to federal regulations or funding policies, such as regulations or policies mandating reliance on a single IRB, specific federal department- or agency-specific processes for initiating reliance and for determination of the Reviewing IRB/Reviewing IRB Institution ("Mandated Processes") may apply. When Participating Institutions elect to use this Agreement to provide for Ceded Review of such Research, they agree that any such Mandated Processes shall govern instead of the processes referenced in Section 3.2. Participating Institutions must communicate and, unless such documentation will exist elsewhere, must document among themselves when a Mandated Process other than as referenced in Section 3.2 applies.

3.2 All Other Research. For Research that is not subject to any Mandated Processes, the following processes for initiating reliance and for determination of the Reviewing IRB/Reviewing IRB Institution should apply:

3.2.1 Reliance Requests and Required Information. The Overall PI (defined in Exhibit A) may, within the Participating Institution where the Overall PI is primarily employed or affiliated, make a request for Ceded Review or for an Exemption Determination, as applicable, with respect to an instance or multiple instances of Research ("Reliance Request"). Such Participating Institution should make an initial determination about the appropriateness of the Reliance Request. This determination and any subsequent outreach to other Participating Institutions for review and decision on the Reliance Request should be entirely in the discretion of such Participating Institution and should not (unless directed by the Participating Institution) be carried out by the Overall PI. If there is no Overall PI or if the Overall PI is not making but does not object to a Reliance Request, other Participating Institutions may still participate in a Ceded Review or Exemption Determination, as applicable; in that case, a Site Investigator (defined in Exhibit A) may make a Reliance Request within the Participating Institution where the Site Investigator is primarily employed or affiliated. If the Participating Institution of the Overall PI (or of the Site Investigator, as applicable) determines that a Reliance Request is appropriate, that Participating Institution should consult with other Participating Institutions involved in the Research to determine whether each agrees that the Reliance Request is appropriate. As part of the consultation, each involved Participating Institution that extends its Assurance to Research that is not federally funded must inform the Participating Institution that is

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proposed to serve as the Reviewing IRB/Reviewing IRB Institution of the applicability of its Assurance to the Research.

3.2.2 Determination of Reviewing IRB/Reviewing IRB Institution. Following a determination of agreement to a Reliance Request, the Participating Institution of the Overall PI (or of the Site Investigator, as applicable) should have the opportunity to decide whether it will serve as the Reviewing IRB/Reviewing IRB Institution. If the Participating Institution of the Overall PI (or of the Site Investigator, as applicable) does not wish to serve as Reviewing IRB/Reviewing IRB Institution, then the determination of the appropriate Reviewing IRB/Reviewing IRB Institution should be made by and among the Participating Institutions involved in the Ceded Review or Exemption Determination, as applicable.

3.2.3 Notification of Acceptance or Declination of a Reliance Request and of the Reviewing IRB/Reviewing IRB Institution. Unless otherwise agreed, the Reviewing IRB/Reviewing IRB Institution should generally be the one to notify the Overall PI and the Site Investigator(s) and the applicable Participating Institutions (i) whether the Reliance Request for Ceded Review with respect to an instance of Research has been accepted or declined under this Agreement; and (ii) if accepted, which Party shall be the Reviewing IRB/Reviewing IRB Institution.

3.2.4 Reliance Requests and Determinations Covering Multiple Instances of Research. When a Reliance Request and a determination of agreement to the Reliance Request cover multiple instances of Research, such as a category of studies or a group of related studies, the processes set forth in this Section 3.2 should only need to occur once for the category or group.

3.3 No Additional Agreements Required. Should a Participating Institution decide to participate in a Ceded Review or in an Exemption Determination, as applicable, with regard to an instance of Research in accordance with the processes described herein, including the Mandated Processes described in Section 3.1, this Agreement serves as documentation of such decision, and no additional authorization or reliance agreements need to be completed among the applicable Participating Institutions in order to effectuate the Ceded Review or Exemption Determination.

3.4 Determination of Applicable Policies and Procedures for Conduct of the Reliance Relationship.

ANY ATTEMPTED REVISION(S)/MODIFICATION(S) TO THIS AGREEMENT BY A PARTICIPATING INSTITUTION WILL BE NULL AND VOID, AND UNENFORCEABLE.

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3.4.1 Mandated Policies. Participating Institutions acknowledge and agree that with respect to Research that is subject to federal regulations or funding policies, Participating Institutions may be subject to one or more federal department- or agency-specific policies and procedures governing the conduct of the reliance relationship once it is established (a "Mandated Policy" or "Mandated Policies"). In such instance, the Mandated Policies will apply, and in the case of any conflict between a provision of a Mandated Policy and a term of the Agreement, the Mandated Policy will govern as to that term.

3.4.2 SMART IRB SOPs or Other Policies. For Research that is not subject to Mandated Policies, Participating Institutions are strongly encouraged to use and follow the SMART IRB Standard Operating Procedures ("SMART IRB SOPs") with respect to the conduct of their reliance relationships under this Agreement. The SMART IRB SOPs will be publicly posted and made available to all Participating Institutions. The SMART IRB SOPs will be reviewed periodically and may change from time to time. Material changes to the SMART IRB SOPs will be open for written comments on the appropriate scope of the change(s) and/or on specific topics. Nothing herein prevents Participating Institutions from agreeing among themselves to apply other policies and procedures to the conduct of a reliance relationship under this Agreement ("Other Policies"). However, in the case of any conflict between a provision of an Other Policy and a term of the Agreement, the Agreement will govern as to that term.

3.4.3 Communication and Documentation. Participating Institutions must communicate and document among themselves what policies and procedures apply to their conduct of an instance of reliance under this Agreement. In the absence of any documentation, the SMART IRB SOPs will be deemed to apply unless any Mandated Policies apply.

4. General Responsibilities of Participating Institutions

A Participating Institution agrees to abide by the following general responsibilities or terms:

4.1 Education/Training/Qualifications/Resources. A Participating Institution will ensure that its Personnel (defined in Exhibit A) and, if it will serve as a Reviewing IRB/Reviewing IRB Institution, its IRB members have adequate education, training, qualifications, and resources to perform their roles and to safeguard

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the rights and welfare of Research participants. This responsibility includes, but is not limited to, ensuring that Personnel and IRB members (if applicable) have any professional staff appointments, credentialing, insurance or other liability coverage (if required under Section 4.9 hereof), training in human subjects protections, and background checks for their assigned roles that are required by that Participating Institution. A Participating Institution's selection of appropriate education/training requirements and other qualifications for its Personnel and its IRB members (if applicable) is at its discretion. A Participating Institution shall provide information regarding its Personnel's and its IRB members' (if applicable) education, training, and qualifications in connection with a Covered Activity as requested by the Reviewing IRB/Reviewing IRB Institution or Relying Institution(s) involved in the activity.

4.2 Compliance with Applicable Laws, Regulations, and Institutional Requirements. A Participating Institution will comply, and will require its Personnel and, if it will serve as a Reviewing IRB/Reviewing IRB Institution, its IRB members, to comply, with applicable laws, regulations, and its local institutional requirements relating to the conduct and oversight of Research. A Participating Institution will work diligently to address and correct any noncompliance with such laws, regulations, and requirements in connection with its Covered Activities under this Agreement.

4.3 Notification of and Compliance with Agreement Obligations. A Participating Institution will ensure that its Personnel and, if it will serve as a Reviewing IRB/Reviewing IRB Institution, its relevant IRB leadership, administrators and staff are informed of and required to comply with (i) all of the Participating Institution's obligations under this Agreement pertaining to required coordination, communication, compliance, and reporting; and (ii) the applicable policies and procedures governing the conduct of the reliance relationship as determined under Section 3.4 hereof. A Participating Institution will work diligently to address and correct any noncompliance with such obligations or policies and procedures in connection with its Covered Activities under this Agreement.

4.4 HIPAA. A Participating Institution that is a HIPAA Covered Entity (defined in Exhibit A) will, if it is a Relying Institution, so inform the Reviewing IRB/Reviewing IRB Institution. A Participating Institution that is a HIPAA Covered Entity will perform all tasks required for its own compliance with HIPAA (defined in Exhibit A) in connection with any Research or Covered Activities under this Agreement, except that HIPAA authorization forms/sections may be provided or HIPAA waivers/alterations of authorization for Research may be approved by the Reviewing IRB/Reviewing IRB Institution to the extent provided below:

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4.4.1 HIPAA Authorization Forms/Sections. Unless a Relying Institution provides its own HIPAA authorization form/section, and subject to Section 4.4.3, a Reviewing IRB/Reviewing IRB Institution performing Ceded Review or an Exemption Determination on behalf of a Relying Institution that is a HIPAA Covered Entity will provide a HIPAA authorization form/section meeting the requirements of 45 CFR 164.508(b) and (c) as necessary to permit the use and disclosure of Protected Health Information ("PHI") (defined in Exhibit A) for the Research. A Relying Institution will notify the Reviewing IRB/Reviewing IRB Institution of any Local Considerations or Other Considerations (each as defined below) that require a HIPAA authorization form/section to be separate from any consent documents for the Research; in the absence of any such Local Considerations or Other Considerations, the Reviewing IRB/Reviewing IRB Institution may (but is not required to) merge the HIPAA authorization form/section into the consent documents. If a Reviewing IRB/Reviewing IRB Institution identifies concerns about the content of a HIPAA authorization form/section provided by a Relying Institution as may affect the rights or welfare of Research participants, the Relying Institution will work with the Reviewing IRB/Reviewing IRB Institution to address such concerns. A Reviewing IRB/Reviewing IRB Institution is under no obligation to review the content of a HIPAA authorization form/section provided by a Relying Institution unless such HIPAA authorization form/section will be merged into the consent documents, and even in the circumstance of merged documents is under no obligation to ensure that a HIPAA authorization form/section provided by a Relying Institution meets the requirements of 45 CFR 164.508(b) and (c).

4.4.2 HIPAA Waivers/Alterations of Authorization. Unless a Relying Institution provides documentation that it has obtained or will obtain a HIPAA waiver/alteration of authorization, and subject to Section 4.4.3, a Reviewing IRB performing Ceded Review or an Exemption Determination on behalf of a Relying Institution that is a HIPAA Covered Entity will review in accordance with 45 CFR 164.512(i)(1)(i) and (i)(2) a request for a HIPAA waiver/alteration of authorization in connection with the Research. A Relying Institution will notify the Reviewing IRB of any Local Considerations or Other Considerations that could prevent the Reviewing IRB from approving a request for a HIPAA waiver/alteration of authorization with respect to the Relying Institution. A Reviewing IRB/Reviewing IRB Institution is under no obligation to ensure that a HIPAA waiver/alteration of authorization obtained by a Relying Institution or the documentation of such HIPAA waiver/alteration provided by a Relying Institution meets the requirements of 45 CFR 164.512(i)(1)(i) and (i)(2).

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4.4.3 Exceptions. If a Reviewing IRB or Reviewing IRB Institution (as applicable) does not, as a matter of policy or as a result of the absence of a legal obligation, historical practice, or otherwise, provide HIPAA authorization forms/sections or review requests for HIPAA waivers/alterations of authorization for Research, such as may be the case with certain Federal Institutions (defined below) that are not themselves HIPAA Covered Entities or if a Reviewing IRB or Reviewing IRB Institution is not a HIPAA Covered Entity, nothing in this Section 4.4 will require the Reviewing IRB or Reviewing IRB Institution to provide such forms/sections or to review such requests. In such case, the Reviewing IRB or Reviewing IRB Institution (as applicable) will communicate this position to the Relying Institution, and the Relying Institution shall satisfy its own HIPAA obligations to provide such forms/sections or to review such requests.

4.5 Notification of and Cooperation in Regard to Legal Requirements, Requests, and Claims. If a Participating Institution is required or requested to provide information pursuant to law, regulation, or legal process (e.g., pursuant to a subpoena or a public records request) in connection with any Research or Covered Activities under this Agreement, or if it becomes aware of a threatened or actual claim, suit, or action arising from such Research or Covered Activities, it will, to the extent permitted by law, regulation, or such legal process, notify as applicable (i) the Reviewing IRB/Reviewing IRB Institution and (ii) the Relying Institutions that are conducting the Research and that are affected by the requirement, request, or claim (for example, that are named in or hold information responsive to the requirement, request, or claim, or whose activities may be affected by the requirement, request, or claim). Each involved Participating Institution shall reasonably assist the other(s) in investigating and responding to such requirements, requests, or claims as mutually determined appropriate to the matter at hand. If the requirement, request, or claim seeks Confidential Information (defined in Exhibit A), the affected Participating Institutions shall cooperate, to the extent possible, in asserting applicable exceptions to disclosure of the information. Notwithstanding any of the foregoing, in no event shall any Participating Institution be required to contravene its legal responsibilities or waive any of its legal rights, including privileges afforded by law.

4.6 Notification of Changes in Assurance, IRB Registration, or HRPP Status and Notification in Connection with Federal For-Cause Investigations; Options for Resolution of Concerns.

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4.6.1 Notification. A Participating Institution will notify those Participating Institutions for which it is then (including at the time of a termination pursuant to Section 7.2.1) serving as the Reviewing IRB/Reviewing IRB Institution, or with respect to which it is then (including at the time of a termination pursuant to Section 7.2.1) a Relying Institution, promptly in writing of any of the following: (i) any suspension, restriction, termination, or expiration of its Assurance; (ii) any failure to maintain registration of its IRB(s) (if any) with DHHS; (iii) any loss or downgrading of its HRPP accreditation status or other assessment standard per Section 1.2 hereof; or (iv) any for-cause compliance investigation by OHRP, FDA, NIH, and/or other federal human subjects research regulatory or federal funding agencies of the Reviewing IRB/Reviewing IRB Institution or of the Relying Institution or its Personnel that (a) is related to Research under Ceded Review or for which an Exemption Determination was provided hereunder or (b) could affect the conduct or integrity of such Research, the rights or welfare of Research participants, or the Reviewing IRB/Reviewing IRB Institution's authority or ability to perform Covered Activities.

4.6.2 Options. Whether based on receipt of a notification pursuant to Section 4.6.1 or otherwise, a Participating Institution that has concerns about potential noncompliance with or breach of the Agreement by another Participating Institution in connection with or as may affect any Research or Covered Activities under this Agreement may raise such concerns at any time with the other Participating Institution, including through discussion with the relevant Institutional Official(s)/Signatory(ies) (defined in Exhibit A). In addition to such discussion, other options for resolving such concerns may include, but are not limited to, obtaining consultation from a relevant regulatory agency or engaging the services of a neutral third party. Although nothing in this Section 4.6.2 waives or limits the rights of Participating Institutions under this Agreement or otherwise to enforce its terms, Participating Institutions agree to work together in good faith to try to resolve concerns when possible.

4.7 Confidential Information. A Participating Institution will use Confidential Information provided to it by other Participating Institutions pertaining to any Research or Covered Activities under this Agreement, including but not limited to Confidential Information regarding Personnel conflicts of interest and any associated determinations, prohibitions, and management plans shared pursuant to Sections 5.7/6.8 hereof, only for the purpose of meeting its obligations under this Agreement. A Participating Institution will protect the confidentiality and security of such information. Without limiting the foregoing, a

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Participating Institution will restrict access to such information within the Participating Institution to those with a need-to-know and will not disclose such information except to the extent necessary to comply with law, regulation, or legal process; provided, however, that a Participating Institution shall comply with the terms of Section 4.5 as applicable to any disclosure required by law, regulation, or legal process.

4.8 Use of Name. No Participating Institution will use the name or logo or any adaptation or acronym thereof, of any other Participating Institution or its affiliates in any advertising, promotional, or sales literature or in any publicity without the prior written approval obtained from a representative of the other Participating Institution authorized by such Participating Institution to provide such approval; provided, however, that nothing in this Section 4.8 will prohibit identification of the names of Participating Institutions conducting Research in any IRB-approved recruitment materials for the Research or will prohibit identification of a Participating Institution as a signatory to the Agreement.

4.9 Insurance. Unless it is a department, agency, or instrumentality of U.S. federal, state, local, or other domestic government ("Public Institution"), a Participating Institution will maintain insurance coverage of sufficient type(s) and in reasonable amount(s) or have sufficient self-funded liability coverage to cover its and its Personnel's respective Research, Covered Activities, and obligations under the Agreement, including as applicable coverage of its IRB/IRB members when the Participating Institution is acting as a Reviewing IRB/Reviewing IRB Institution hereunder. A Participating Institution that is a Public Institution is not subject to the requirements of this Section 4.9. Before agreeing to participate in a Covered Activity as either a Relying Institution or a Reviewing IRB/Reviewing IRB Institution, any Participating Institution may request from any other Participating Institution that is required to have coverage under this Section 4.9 a certificate or equivalent documentation of its relevant coverage (including any sponsor-provided coverage), and may decline to participate in the Covered Activity if the requesting Participating Institution does not agree that the coverage held by any of the other such Participating Institutions that will participate in the Covered Activity is adequate. Alternatively, any Participating Institutions agreeing to participate in a Covered Activity may agree with respect to themselves to waive the requirement of this Section 4.9 to maintain insurance coverage or have self-funded liability coverage with respect to an instance of Research and the related Covered Activity.

4.10 Indemnification. A Participating Institution may request any other Participating Institution(s) to join the SMART IRB Indemnification Addendum attached hereto at Exhibit C ("Indemnification Addendum") or

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to enter any other separate agreement providing for indemnification or similar arrangements for allocation of financial liability or responsibility resulting from participation in Covered Activities. Whether the Indemnification Addendum is joined or any such other agreements are entered shall be entirely in the discretion of the Participating Institutions making and receiving the request and shall not affect any Participating Institution's eligibility to join the Agreement. Without limiting the foregoing, a Participating Institution understands that a Participating Institution that is a department or agency of federal government ("Federal Institution") will not indemnify other Participating Institutions. A Participating Institution may join the Indemnification Addendum by executing a SMART IRB Indemnification Addendum Joinder Agreement available at www.smartirb.org, which will be in substantially the same form as in Exhibit C ("Indemnification Addendum Joinder Agreement"). A Participating Institution that joins the Indemnification Addendum may be referred to herein as an "Indemnification Participating Institution." With respect to Indemnification Participating Institutions, the Indemnification Addendum is incorporated by reference herein.

5. Responsibilities of Reviewing IRBs/Reviewing IRB Institutions

A Participating Institution that will serve as a Reviewing IRB/Reviewing IRB Institution agrees to abide by the following responsibilities:

5.1 IRB Registration. A Reviewing IRB/Reviewing IRB Institution will maintain current registration of its IRB(s) with DHHS.

5.2 IRB Membership. A Reviewing IRB/Reviewing IRB Institution will maintain IRB membership on its IRB(s) that satisfies the requirements of the Federal Policy (regardless of the Federal Policy's applicability to the Research) and that satisfies any additional requirements of other federal human subjects protection regulations or policies or the FDA Clinical Investigation Regulations, as applicable to the instance of Research.

5.3 Policies and Procedures. A Reviewing IRB/Reviewing IRB Institution will make available to the Relying Institution(s), when applicable and upon request, the Reviewing IRB's policies and procedures relevant to its review and oversight of Research, and the Reviewing IRB/Reviewing IRB Institution's policies and procedures regarding Exemption Determinations.

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5.4 Performance of and Standards for IRB Review and Oversight and Exemption Determinations.

5.4.1 Ceded Review of Research. With respect to Research submitted for Ceded Review:

5.4.1.1 A Reviewing IRB will perform initial review; continuing reviews (as applicable); reviews of proposed amendments; reviews of unanticipated problems involving risks to subjects or others; reviews of potential noncompliance with the Federal Policy, other federal human subjects protection regulations or policies, and/or the FDA Clinical Investigation Regulations, as applicable, and of potential noncompliance with the requirements or determinations of the Reviewing IRB; and reviews of other documents, requests, or information related to the approval and continuing oversight (as applicable) of the Research.

5.4.1.2 The review and oversight of Research by a Reviewing IRB will be performed in accordance with the human subjects protection requirements of the Relying Institution's(s') Assurance(s) and any applicable federal human subjects protection regulations referenced therein, as well as any other applicable federal human subjects protection regulations or policies and, if applicable, the FDA Clinical Investigation Regulations. With respect to Research that is not subject to any federal human subjects protection regulations or policies (directly or through an Assurance) and is not subject to the FDA Clinical Investigation Regulations, a Reviewing IRB will review and oversee the Research in accordance with the standards of the Federal Policy unless the Reviewing IRB and the Relying Institution(s) mutually agree on and document a different standard of review; provided, however, that nothing hereunder requires the external reporting to federal departments or agencies contemplated under 45 CFR 46.108(a)(4)) in connection with such Research.

5.4.1.3 A Reviewing IRB will consider any Local Considerations, Other Considerations, and other local information communicated to it pursuant to Sections 4.4.1, 4.4.2, 6.6, 6.7, and 6.8 hereof.

5.4.2 Exemption Determinations. With respect to Research submitted for an Exemption Determination:

5.4.2.1 A Reviewing IRB/Reviewing IRB Institution will perform the Exemption Determination (including, as applicable, any Limited IRB Review) in accordance with the requirements of the Federal Policy.

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5.4.2.2 To the extent Local Considerations or Other Considerations are relevant to the Federal Policy's criteria for exemption, a Reviewing IRB/Reviewing IRB Institution will consider such Local Considerations, Other Considerations, and other local information communicated to it pursuant to Sections 4.4.1, 4.4.2, 6.6, and 6.7 hereof.

5.4.2.3 If an Exemption Determination is granted, a Reviewing IRB/Reviewing IRB Institution will (i) review proposed changes to the Research to determine whether the proposed changes render the Research non-exempt and/or whether a new Limited IRB Review (if applicable) is required and (ii) review potential noncompliance with the Federal Policy or with the terms of the Exemption Determination to the extent the potential noncompliance could disqualify the Research from the relevant exemption.

5.5 Recordkeeping. A Reviewing IRB/Reviewing IRB Institution will maintain records of the Reviewing IRB's membership, its review activities and determinations, the Reviewing IRB's/Reviewing IRB Institution's Exemption Determinations, and other records (such as HIPAA waivers/alterations of authorization for Research approved by the Reviewing IRB pursuant to Section 4.4.2 hereof) as required by applicable federal regulations and the policies of the Reviewing IRB/Reviewing IRB Institution, and will make such records accessible to designated officials at the Relying Institution(s), upon reasonable request, including, to the extent not restricted under applicable law or regulation, portions of meeting minutes of the Reviewing IRB regarding its review of the Research for the requesting Relying Institution that are at least sufficient to demonstrate the Reviewing IRB's compliance with federal regulatory requirements for IRB meeting minutes.

5.6 Consent Forms/Scripts. With respect to Research requiring consent, a Reviewing IRB will provide or distribute to the Relying Institution(s) and Site Investigator(s) or other Personnel informed consent forms or broad consent forms (as applicable under Federal Policy) or consent scripts (as may be applicable when documentation of informed consent or broad consent is waived) to use for the Research. The Reviewing IRB will permit the Relying Institution(s)/Site Investigator(s)/other Personnel to customize limited site-specific sections of the form(s)/script(s), and will consider requests from the Relying Institution(s) on other sections of the form(s)/script(s) if necessary to address legal or regulatory issues, federal department- or agency-specific requirements, or institutional requirements. Any such customizations or requests will be

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subject to review and, as applicable, approval by the Reviewing IRB, which will then provide the final consent form(s)/script(s) to the Relying Institution(s)/Site Investigator(s)/other Personnel for use.

5.7 Conflicts of Interest. When performing Ceded Review of Research, a Reviewing IRB will consider any applicable conflict of interest assurances received from Relying Institutions that are Federal Institutions and any applicable conflict of interest determinations and associated management plans provided by non-federal Relying Institutions pursuant to Section 6.8 hereof with respect to the Overall PI, Site Investigator(s), and other Personnel in connection with the Research. The Reviewing IRB will ensure that any management plan is incorporated into its initial or continuing review or other deliberations, as applicable, and without limiting the foregoing, that any disclosures to Research participants that are required by the plan and that are approvable by the Reviewing IRB are included in the approved informed consent form(s)/script(s) for the relevant Relying Institution. The Reviewing IRB retains the authority to impose additional prohibitions or conflict management requirements more stringent or restrictive than proposed by a non-federal Relying Institution if necessary to approve the Research; provided, however, that the Reviewing IRB will not modify or change any management plan or mandated disclosure to Research participants without discussion with and acceptance by the Relying Institution.

In the extraordinary circumstance that the Reviewing IRB is unable to implement/approve a non-federal Relying Institution's prohibitions or management plans, the Reviewing IRB will so inform such Relying Institution or, if the non-federal Relying Institution fails to accept any additional prohibitions or requirements, the non-federal Relying Institution will so inform the Reviewing IRB. If the Reviewing IRB and non-federal Relying Institution are not able to identify a mutually agreeable approach, the Research will be withdrawn from Ceded Review (without an IRB approval or disapproval) with respect to that non-federal Relying Institution.

If the Reviewing IRB concludes that it cannot rely upon the assurances from a Relying Institution that is a Federal Institution, the Reviewing IRB will so inform the Federal Institution, and the Research will be withdrawn from Ceded Review (without an IRB approval or disapproval) with respect to that Federal Institution.

5.8 Notification of IRB Decisions, Changes, and Lapses in Approval. A Reviewing IRB/Reviewing IRB Institution will promptly notify the Overall PI, Site Investigator(s), and the Relying Institution(s) of its

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determinations (e.g., exemption) or review decisions regarding Research (e.g., approval, disapproval, required modifications); of changes in the Research that are reviewed and approved by the Reviewing IRB after initial approval; and of lapses in IRB approval of the Research and any applicable corrective action plans. Such notifications may be made through the Reviewing IRB/Reviewing IRB Institution's designee, if agreed by the relevant Relying Institution(s) in connection with the instance of Research.

5.9 Notification of Unanticipated Problems and Complaints and Associated Suspension/Termination of IRB Approval. With respect to Research under Ceded Review, a Reviewing IRB/Reviewing IRB Institution will promptly notify the Overall PI, Site Investigator(s), and the Relying Institution(s) of applicable review decisions, findings, and actions (including any suspension or termination of IRB approval of Research and required corrective actions) with respect to (i) any unanticipated problems involving risks to human subjects or others or significant Research participant complaints (e.g., those that could affect the conduct of the Research) involving Research participants enrolled by the Relying Institution; and (ii) such events involving Research participants enrolled by any other Relying Institution if such events relate to or may affect the conduct of the Research by or the safety, rights or welfare of Research participants enrolled in the Research by the notified Relying Institution(s). Such notifications may be made through the Reviewing IRB/Reviewing IRB Institution's designee, if agreed by the relevant Relying Institution(s) in connection with the instance of Research.

5.10 Notification of Serious and/or Continuing Noncompliance and Associated Suspension/Termination of IRB Approval. With respect to Research under Ceded Review, a Reviewing IRB/Reviewing IRB Institution will promptly notify the Overall PI, Site Investigator(s), and the Relying Institution(s) of applicable review decisions, findings and actions (including any suspension or termination of IRB approval of Research and required corrective actions) with respect to (i) serious and/or continuing noncompliance or apparent serious and/or continuing noncompliance with the Federal Policy, other applicable federal human subjects protection regulations or policies, and/or the FDA Clinical Investigation Regulations, as applicable, or with the requirements or determinations of the Reviewing IRB, by the Relying Institution or its Personnel; and (ii) such serious and/or continuing noncompliance or apparent serious and/or continuing noncompliance at any other Relying Institution if such noncompliance relates to or may affect the conduct of the Research or the safety, rights, or welfare of Research participants at the notified Relying Institution(s). With respect to Research that is the subject of an Exemption Determination, such notifications will be limited to decisions, findings and actions regarding serious and/or continuing noncompliance or apparent serious

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and/or continuing noncompliance with the Federal Policy or with the terms of the Exemption Determination that disqualifies the Research from the relevant exemption. All such notifications may be made through the Reviewing IRB/Reviewing IRB Institution's designee, if agreed by the relevant Relying Institution(s) in connection with the instance of Research.

5.11 Notification and Referral of Other Issues. If a Reviewing IRB/Reviewing IRB Institution determines that the facts of a matter under Sections 5.8, 5.9, or 5.10 raise issues apart from or in addition to human subjects protection issues (such as a potential allegation of research misconduct), the Reviewing IRB/Reviewing IRB Institution shall notify and refer those issues to the relevant Relying Institution(s) for review.

5.12 Audits and Investigations; Corrective Actions.

5.12.1 Audits and Investigations. To the extent not prohibited by law, a Reviewing IRB/Reviewing IRB Institution will promptly notify a Relying Institution with respect to which it is conducting an audit or investigation of an allegation or matter relating to Research or a Covered Activity, and will report its findings of fact to such Relying Institution within a reasonable timeframe. Alternately, a Reviewing IRB/Reviewing IRB Institution may request a Relying Institution to conduct its own audit/investigation and to report its findings of fact to the Reviewing IRB/Reviewing IRB Institution, or a Reviewing IRB/Reviewing IRB Institution and a Relying Institution may work cooperatively to conduct an audit/investigation. In any of these alternate circumstances, the Reviewing IRB/Reviewing IRB Institution will reasonably cooperate with any audit/investigation by the Relying Institution as necessary, including but not limited to, providing IRB review records and related information, meeting with representatives from the Relying Institution, and helping to implement corrective actions, as applicable. Notwithstanding any of the foregoing, in no event shall the Reviewing IRB/Reviewing IRB Institution be required to contravene its legal responsibilities or waive any of its legal rights, including privileges afforded by law.

5.12.2 Corrective Actions. To the extent not prohibited by law, a Reviewing IRB/Reviewing IRB Institution shall inform a Relying Institution of any corrective actions in connection with the audit, investigation, or resolution of any matter under Sections 5.8 through 5.10 or 5.12.1 hereof that are

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required by the Reviewing IRB/Reviewing IRB Institution but shall not prevent the Relying Institution from adopting its own more stringent additional corrective actions.

5.13 External Reporting. With respect to Research under Ceded Review, a Reviewing IRB/Reviewing IRB Institution will notify a Relying Institution in advance if the Reviewing IRB determines under applicable federal human subjects protection regulations or under the terms of the Relying Institution's Assurance that a report (other than a report discussed in Section 5.13.3) is required to a federal human subjects research regulatory agency (e.g., OHRP, FDA) regarding unanticipated problems involving risks to human subjects or others; serious and/or continuing noncompliance with the Federal Policy, other applicable federal human subjects protection regulations or policies, and/or the FDA Clinical Investigation Regulations, as applicable, or with the requirements or determinations of the Reviewing IRB; and/or any suspensions or terminations of IRB approval ("Report"). With respect to Research that is the subject of an Exemption Determination, such notification will be limited to a determination that a Report is required of serious and/or continuing noncompliance with the Federal Policy or with the terms of the Exemption Determination that disqualifies the Research from the relevant exemption.

5.13.1 Default Procedure. Unless an alternate reporting arrangement is agreed upon in accordance with Section 5.13.2, the Reviewing IRB/Reviewing IRB Institution will draft the Report and will provide the Relying Institution the opportunity (no fewer than five (5) business days, whenever possible and consistent with any applicable federal regulations or requirements) to review and comment on the draft Report before the Reviewing IRB/Reviewing IRB Institution sends the final Report to the external recipients (such final Report will also be copied to the Relying Institution). The Relying Institution will promptly provide any comments on the draft Report to the Reviewing IRB/Reviewing IRB Institution as provided in Section 6.16 hereof. Nothing in this Agreement requires the Reviewing IRB/Reviewing IRB Institution to be in violation of any legally required timeframes for submission of its Report, and the Reviewing IRB/Reviewing IRB Institution is under no obligation to adopt or concur with the comments of a Relying Institution. However, nothing herein shall prevent a Relying Institution from making its own Report in addition to any Report prepared by the Reviewing IRB/Reviewing IRB Institution; if a Relying Institution so elects, it will provide a copy of such Report to the Reviewing IRB/Reviewing IRB Institution as provided in Section 6.16.

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5.13.2 Alternate Procedures. Alternatively, the Reviewing IRB/Reviewing IRB Institution and a Relying Institution may agree to make a joint Report or may agree that the Relying Institution will make the Report. If the Reviewing IRB/Reviewing IRB Institution and a Relying Institution will make a joint Report, they will work collaboratively to prepare and timely submit the Report and will not make independent Reports unless they cannot ultimately or timely agree on the content of the Report. If the Relying Institution will make the Report, the Relying Institution will promptly prepare the draft Report and will provide the Reviewing IRB/Reviewing IRB Institution with the opportunity (no fewer than five (5) business days, whenever possible) to review and comment on the draft Report before the Relying Institution sends the Report to external recipients, as provided in Section 6.16 hereof. The Reviewing IRB/Reviewing IRB Institution will promptly provide any comments on the draft Report to the Relying Institution. Nothing in this Agreement requires the Relying Institution to be in violation of any legally required timeframes for submission of its Report, and the Relying Institution is under no obligation to adopt or concur with the comments of the Reviewing IRB/Reviewing IRB Institution. However, nothing herein shall prevent a Reviewing IRB/Reviewing IRB Institution from making its own Report; if it does so, it will provide a copy of such Report to the Relying Institution.

5.13.3 Other Reports/Notifications. Any and all other reports or notifications, such as reports or notifications to program officers or other non-human subjects protection staff of federal funding agencies, to state funding agencies, to commercial or other private sponsors/funders, to state or local oversight authorities, or to federal authorities other than as provided above, that may be required under law, regulation, policy, or contract applicable to a Relying Institution will be made by, and are the sole responsibility of, the Relying Institution.

5.14 Notification of Certain Communications with Federal Agencies. A Reviewing IRB/Reviewing IRB Institution will promptly notify a Relying Institution of communications regarding unanticipated problems, suspension or termination of IRB approval, serious and/or continuing noncompliance, and/or other regulatory compliance concerns regarding Research conducted under the authority of the Relying Institution under Ceded Review or an Exemption Determination that are received by the Reviewing IRB/Reviewing IRB Institution from, or made by the Reviewing IRB/Reviewing IRB Institution to, federal human subjects research regulatory agencies.

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5.15 Congruence of Grant Applications/Contract Proposals. Unless other arrangements are made in advance, a Reviewing IRB/Reviewing IRB Institution will review the congruence of any grant application or contract proposal for human subjects research with Research submitted for Ceded Review, when such congruence review is required by applicable law or regulation or by the funding agency or sponsor; provided, however, that no Federal Institution serving as the Reviewing IRB/Reviewing IRB Institution shall perform the congruence review described in this Section 5.15, and any such responsibilities will instead remain with the Relying Institution.

6. Responsibilities of Relying Institutions

A Participating Institution that will be a Relying Institution agrees to abide by the following responsibilities:

6.1 Compliance with Assurance. A Relying Institution retains responsibility for compliance with the terms of its Assurance and the statement of principles cited therein.

6.2 Acceptance of IRB Decisions, Determinations, and Requirements. A Relying Institution will accept and comply with, and will require its Personnel to accept and comply with, the final decisions, determinations, and requirements of the Reviewing IRB (and of the Reviewing IRB Institution as applicable).

6.3 Initiation of Research and Changes to Research. A Relying Institution and its Personnel will not initiate any Research or initiate any change to the Research (except where necessary to eliminate apparent immediate hazards to Research participants), without first receiving prior approval from the Reviewing IRB or an Exemption Determination, as applicable, from the Reviewing IRB/Reviewing IRB Institution. With respect to Research for which an Exemption Determination has been provided by the Reviewing IRB/Reviewing IRB Institution, a Relying Institution will notify the Reviewing IRB/Reviewing IRB Institution of proposed changes to such Research so that the Reviewing IRB/Reviewing IRB Institution can determine whether the proposed changes render the Research non-exempt and/or whether a new Limited IRB Review (if applicable) is required.

6.4 Continuing Review. A Relying Institution will require its Personnel to provide any information about Research conducted under the authority of the Relying Institution that the Reviewing IRB requires for continuing reviews of the Research (when applicable).

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6.5 Recordkeeping. A Relying Institution will require its Personnel to maintain all Research records, including informed consent and broad consent documents and HIPAA authorizations, in accordance with applicable federal, state, and local laws and regulations.

6.6 Local and Other Considerations. A Relying Institution will identify and communicate to the Reviewing IRB/Reviewing IRB Institution (i) the requirements of any applicable state or local laws, regulations, institutional policies, standards, or other local factors, including local ancillary reviews ("Local Considerations"); and (ii) the requirements of any applicable federal laws or regulations or of relevant federal departments or agencies that are not readily apparent from the IRB submission for the Research or that are specific to the Relying Institution ("Other Considerations") that would affect the conduct by or approval of the Research or the grant of an Exemption Determination on behalf of the Relying Institution. Such communication may be made through the Reviewing IRB's/Reviewing IRB Institution's designee, if agreed by the relevant Relying Institution(s) in connection with the instance of Research. Notwithstanding anything else in this Section 6.6, for purposes of this Agreement, HIPAA and its requirements are not considered Other Considerations and are addressed separately in Section 4.4 hereof.

6.7 Consent Forms/Scripts. With respect to Research requiring consent, a Relying Institution or its Site Investigator(s) or other Personnel will provide the Reviewing IRB with the site-specific customizations to the consent form(s)/script(s) in accordance with Section 5.6, for review and, as applicable, approval by the Reviewing IRB. Once any consent forms/scripts have been reviewed and, where applicable, are approved for the Relying Institution's/Site Investigator(s)'s/other Personnel's use, the Relying Institution will not, and will require that its Site Investigator(s)/other Personnel not, make any changes to the forms without obtaining prior re-review and, where applicable, approval of the changes from the Reviewing IRB.

6.8 Conflicts of Interest. A Relying Institution will maintain policies regarding the disclosure and management of Personnel conflicts of interest related to Research submitted for Ceded Review and will share those policies with the Reviewing IRB, as requested.

Unless the Reviewing IRB and a non-federal Relying Institution agree to an alternate approach in advance, the non-federal Relying Institution will perform its own conflict of interest analysis under its relevant policies and will provide to the Reviewing IRB any resulting conflict of interest determinations,

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prohibitions, and management plans as well as any updates to such prohibitions, determinations, or plans, that the Relying Institution has determined to be necessary for the conduct by and approval of the Research on behalf of the Relying Institution under such policies. The non-federal Relying Institution will abide by and will require its Personnel to abide by its institutionally required prohibitions or management plans related to the Research, as well as any additional prohibitions or conflict management requirements required by the Reviewing IRB. As provided in Section 5.7 hereof, in the extraordinary circumstance that the Reviewing IRB is unable to implement/approve the non-federal Relying Institution's prohibitions or management plans, the Reviewing IRB will so inform the non-federal Relying Institution, or if the non-federal Relying Institution fails to accept any additional prohibitions or requirements of the Reviewing IRB, the non-federal Relying Institution will so inform the Reviewing IRB. If the Reviewing IRB and the non-federal Relying Institution are not able to identify a mutually agreeable approach, the Research will be withdrawn from Ceded Review (without an IRB approval or disapproval) with respect to that non-federal Relying Institution.

A Relying Institution that is a Federal Institution will provide assurance to the Reviewing IRB that it has completed conflict of interest analyses under existing relevant federal policies and that the participation of federal department or agency Personnel is permissible and consistent with federal law. A Relying Institution that is a Federal Institution will abide by and will require its Personnel to abide by institutionally and legally required prohibitions or management plans related to the Research. If the Reviewing IRB concludes that it cannot rely upon the assurances from a Relying Institution that is a Federal Institution, the Reviewing IRB will so inform the Federal Institution, and the Research will be withdrawn from Ceded Review (without an IRB approval or disapproval) with respect to that Federal Institution.

6.9 Injury Coverage. A Relying Institution will ensure (i) that the provisions of any applicable contract between a sponsor/funder and the Relying Institution that address financial coverage for injuries related to Research under Ceded Review are consistent with the injury sections (if any) of the approved Research protocol and consent form; or (ii) that the injury sections (if any) of the approved Research protocol and consent form, if more protective of Research participants, will control over the contract.

6.10 Complaints. A Relying Institution will ensure that an institutional mechanism exists by which complaints about Research can be made by Research participants or others to a local contact.

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6.11 Compliance Monitoring Function/Program. A Relying Institution will maintain, implement, or have access to a human subjects research compliance monitoring process, function, program, or service that can conduct and report to the Relying Institution the results of for-cause and not-for-cause audits of the Relying Institution's and its Personnel's compliance with human subjects protections and other relevant requirements in the conduct of Research. Relying Institutions that do not have access to a compliance monitoring process, function, program, or service must have an alternate means of reviewing the conduct of Research as appropriate to ensure compliance. However, if requested by a Relying Institution, the Reviewing IRB/Reviewing IRB Institution may agree to waive the requirement for the Relying Institution to have access to a compliance monitoring process, function, program or service or alternate means of reviewing the conduct of the Research.

6.12 Notification of Unanticipated Problems and Complaints. With respect to Research under Ceded Review, a Relying Institution will require its Site Investigator(s) and other Personnel to promptly notify the Reviewing IRB of any unanticipated problems involving risks to human subjects or others or any significant Research participant complaints (e.g., those that could affect the conduct of the Research) involving Research participants enrolled by the Relying Institution.

6.13 Notification of Noncompliance. With respect to Research under Ceded Review, a Relying Institution will promptly notify the Reviewing IRB of any potential noncompliance with the Federal Policy, other applicable federal human subjects protection regulations or policies, and/or the FDA Clinical Investigation Regulations, as applicable, or with the requirements or determinations of the Reviewing IRB by the Relying Institution or its Personnel in connection with the Research. With respect to Research that is the subject of an Exemption Determination, such notification will be limited to notification to the Reviewing IRB/Reviewing IRB Institution of potential noncompliance with the Federal Policy or with the terms of the Exemption Determination that could disqualify the Research from the relevant exemption.

6.14 Notification of Restriction/Suspension of Research or of Personnel's Authority. With respect to Research under Ceded Review, a Relying Institution will promptly notify the Reviewing IRB of any suspension or restriction by the Relying Institution or by any third parties regarding the Research or any of its Personnel's authority to conduct the Research.

6.15 Audits and Investigations; Corrective Actions.

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6.15.1 Audits and Investigations. To the extent not prohibited by law, a Relying Institution will cooperate, and require its Personnel to cooperate, with an audit or investigation by the Reviewing IRB/Reviewing IRB Institution of an allegation or matter relating to Research or a Covered Activity. Such cooperation will include, but is not limited to, providing Research records and related information, meeting with representatives from the Reviewing IRB/Reviewing IRB Institution, and helping to implement corrective actions, as applicable. If the Relying Institution is asked by the Reviewing IRB/Reviewing IRB Institution to conduct its own audit/investigation, or to work cooperatively with the Reviewing IRB/Reviewing IRB Institution to conduct an audit/investigation, then the Relying Institution will do so and will report its findings of fact to the Reviewing IRB/Reviewing IRB Institution within a reasonable timeframe. Notwithstanding any of the foregoing, in no event shall the Relying Institution be required to waive any legal privileges.

6.15.2 Corrective Actions. To the extent not prohibited by law, a Relying Institution shall comply with and shall require its Personnel to comply with all corrective actions required by the Reviewing IRB/Reviewing IRB Institution, but nothing herein shall prevent the Relying Institution from adopting its own more stringent additional corrective actions.

6.16 External Reporting. With respect to Research under Ceded Review, a Relying Institution will notify the Reviewing IRB/Reviewing IRB Institution in advance if the Relying Institution determines under applicable federal human subjects protection regulations or under the terms of the Relying Institution's Assurance that a Report is required. With respect to Research that is the subject of an Exemption Determination, such notification will be limited to a determination that a Report is required of serious and/or continuing noncompliance with the Federal Policy or with the terms of the Exemption Determination that disqualifies the Research from the relevant exemption. A Relying Institution will promptly provide any comments on any draft Report that will be made by the Reviewing IRB/Reviewing IRB Institution pursuant to Section 5.13.1 hereof; if the Relying Institution elects to make its own additional Report, it will provide a copy of such Report to the Reviewing IRB/Reviewing IRB Institution. If the Reviewing IRB/Reviewing IRB Institution and a Relying Institution will make a joint Report pursuant to Section 5.13.2 hereof, they will work collaboratively to prepare and timely submit the Report and will not make independent Reports unless they cannot ultimately or timely agree on the content of the Report. If the Relying Institution will make the Report pursuant to Section 5.13.2 hereof, the Relying Institution will promptly prepare the draft Report and will provide the Reviewing IRB/Reviewing IRB Institution with the

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opportunity (no fewer than five (5) business days, whenever possible and consistent with any applicable federal regulations or requirements) to review and comment on the draft Report, after which time the Relying Institution may finalize and send the Report to external recipients (such final Report will also be copied to the Reviewing IRB/Reviewing IRB Institution). Regardless how Reports are handled, the Relying Institution will make and be solely responsible for any and all other reports or notifications in accordance with Section 5.13.3 hereof.

6.17 Notification of Certain Communications with Federal Agencies. A Relying Institution will promptly notify the Reviewing IRB/Reviewing IRB Institution of communications regarding unanticipated problems, suspension or termination of IRB approval, serious and/or continuing noncompliance, and/or other regulatory compliance concerns regarding Research conducted under the authority of the Relying Institution under Ceded Review or an Exemption Determination that are received by the Relying Institution from, or made by the Relying Institution to, federal human subjects research regulatory agencies or funding agencies. A Relying Institution will require its Overall PI (if any), Site Investigator(s), and other Personnel to do the same with respect to such communications between the Overall PI/Site Investigator(s)/other Personnel from, or made by the Overall PI/Site Investigator(s)/other Personnel to, such agencies.

7. Term; Termination

7.1 Term.

7.1.1 Term of Agreement. This Agreement will become effective with respect to each Participating Institution as set forth in Section 1.4.2 hereof and will remain in effect with respect to that Participating Institution until such time that the Participating Institution terminates its participation in the Agreement as set forth in Section 7.2.1.2, or until its participation in the Agreement is terminated as set forth in Section 7.2.1.3, or until such time as the Agreement is terminated in its entirety as set forth in Section 7.2.1.1, at which such time in each such case the Participating Institution is referred to herein as a "Terminating Institution."

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7.1.2 Term of Indemnification Addendum. The Indemnification Addendum at Exhibit C will become effective with respect to each Indemnification Participating Institution as set forth in Section 1 of the Indemnification Addendum and will remain in effect with respect to that Indemnification Participating Institution until such time that the Indemnification Participating Institution terminates its participation in the Indemnification Addendum as set forth in Section 7.2.2.2, or until its participation in the Indemnification Addendum is terminated as set forth in Section 7.2.2.3, or until such time as the Indemnification Addendum is terminated in its entirety as set forth in Section 7.2.2.1, at which such time in each such case the Indemnification Participating Institution is referred to herein as an "Indemnification Terminating Institution."

7.2 Termination.

7.2.1 Termination of Agreement or of Participation in Agreement.

7.2.1.1 This Agreement may be terminated in its entirety only upon the mutual agreement of all then-Participating Institutions. For clarity, termination of a Participating Institution's participation in this Agreement will not terminate the Agreement with respect to the remaining Participating Institutions.

7.2.1.2 A Participating Institution may terminate its participation in this Agreement at any time without cause; provided, however, that such a Terminating Institution that is then involved in any ongoing Covered Activities under the Agreement must provide sixty (60) business days' prior written notice to the other Participating Institution(s) with which it is so involved.

7.2.1.3 A Participating Institution's participation in this Agreement will terminate sixty (60) business days after the effective date of any suspension, restriction, termination, or expiration of its Assurance, or, if serving as a Reviewing IRB/Reviewing IRB Institution, sixty (60) business days after the effective date of any loss or lapse of its IRB's(s') registration with DHHS, if its Assurance or IRB registration, as applicable, is not fully reinstated within such sixty (60)-business-day period. Such sixty (60)-business-day period may be extended for another thirty (30) business days if the affected parties agree to the extension. The Terminating Institution may not participate in any new Covered Activity during such period unless and until its Assurance or IRB registration, as applicable, is fully reinstated. If the Terminating Institution's participation terminates under this

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Section 7.2.1.3, and its Assurance or IRB registration, as applicable, is subsequently fully reinstated (after the sixty (60)-business-day or mutually-agreed extension period), the Terminating Institution will be eligible to re-join the Agreement at that time provided that all other requirements for participation are satisfied.

7.2.1.4 In the event of termination of the entire Agreement pursuant to Section 7.2.1.1, or in the event of any termination of a Participating Institution's participation in the Agreement pursuant to Sections 7.2.1.2 or 7.2.1.3, the Terminating Institutions, or the Terminating Institution and the other Participating Institutions that are involved in any ongoing Research or Covered Activities with the Terminating Institution, as the case may be, will work together to determine the effect of such termination on any ongoing Research and Covered Activities being conducted under the Agreement at the time of termination, with the goals of ensuring the continued protection of Research participants and of limiting the potential disruption to the Research. Without limiting the foregoing, the Reviewing IRB/Reviewing IRB Institution will, when possible and appropriate, provide continued oversight for such ongoing Research for the reasonable time necessary to appropriately transfer oversight of the Research to another IRB or for the affected Participating Institutions to transition to another IRB authorization or reliance agreement.

7.2.2 Termination of Indemnification Addendum or of Participation in Indemnification Addendum.

7.2.2.1 The Indemnification Addendum at Exhibit C will terminate in its entirety if the Agreement is terminated in its entirety pursuant to Section 7.2.1.1, but otherwise may be terminated in its entirety only upon the mutual agreement of all then-Participating Institutions. For clarity, termination of an Indemnification Participating Institution's participation in the Indemnification Addendum will not terminate the Indemnification Addendum with respect to the remaining Indemnification Participating Institutions.

7.2.2.2 An Indemnification Participating Institution may terminate its participation in the Indemnification Addendum at any time without cause; provided, however, that such an Indemnification Terminating Institution that is then involved in any ongoing Covered Activities under the Agreement must provide sixty (60) business days' prior written notice to the other Participating Institution(s) with which it is so involved.

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7.2.2.3 The Indemnification Addendum will terminate as to an Indemnification Participating Institution if/when the Indemnification Participating Institution's participation in the Agreement terminates pursuant to Section 7.2.1.2 or Section 7.2.1.3.

8. Miscellaneous

8.1 Execution of Joinder Agreements and Indemnification Addendum Joinder Agreements. The Joinder Agreements through which Institutions will become Parties to this Agreement, as well as the Indemnification Addendum Joinder Agreements through which Institutions may participate in the Indemnification Addendum, may be executed by each Participating Institution on a separate counterpart, each of which Joinder Agreements, or Indemnification Addendum Joinder Agreements, as applicable, when so executed and submitted, shall be deemed an original, and any and all of which together with one another and with the Agreement shall constitute one and the same instrument, binding as between any and all of the Participating Institutions, or Indemnification Participating Institutions, as applicable. Joinder Agreements and Indemnification Addendum Joinder Agreements will be electronic and will be executed using electronic or digital signatures; however, in the event of any sustained unanticipated unavailability of the electronic system supporting such execution (including but not limited to in the case of a Force Majeure Event (defined below)), the SMART IRB Executive Coordinating Committee or equivalent executive leadership committee may provide for execution by other means (e.g., wet ink, alternate electronic or digital means).

8.2 Notice. All written notices and other communications required to be made to a Participating Institution under the Agreement may be made in hard copy or electronic form and will be delivered to the notice party(ies) identified by the Participating Institution in its Joinder Agreement.

8.3 No Inferences or Responsibility for Others' Acts/Omissions Based on Participation. No inferences about any Participating Institution or its HRPP shall be drawn simply on the basis of its participation in this Agreement, and no Participating Institution shall be responsible for the acts or omissions of other Participating Institutions simply by virtue of the fact that all are Parties to the Agreement. With respect to any particular Covered Activity under the Agreement, the Agreement shall be considered an agreement among the Participating Institutions involved in that Covered Activity, and other Participating Institutions shall be unaffected thereby.

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8.4 Relationship of the Parties. Nothing in this Agreement will be construed to place the Parties hereto in an agency, employment, franchise, joint venture, or partnership relationship. No Party will have the authority to obligate or bind any other Party in any manner, and nothing herein contained will give rise or is intended to give rise to any rights of any kind to any third parties. No Party will represent to the contrary, either expressly, implicitly, or otherwise.

8.5 Assignment. This Agreement is not assignable in whole or in part, and any attempt to do so will be null and void, and unenforceable.

8.6 Amendments/Updates to Agreement. The SMART IRB Executive Coordinating Committee or equivalent executive leadership committee may periodically propose and issue amendments to, or updated versions of, the Agreement and the Indemnification Addendum at Exhibit C in accordance with the processes further set forth in SMART IRB's published policies. Any material changes in consideration will be open for written comments on the appropriate scope of the change(s) and/or on specific topics. Every Participating Institution is entitled to review and comment on the proposed material changes. A Participating Institution may continue participation in the amended/updated Agreement, and an Indemnification Participating Institution may continue participation in the amended/updated Indemnification Addendum, without further action, unless the amendment/updated version is determined to be so significant as to require re-execution of Joinder Agreements/Indemnification Joinder Agreements. In the latter event, the SMART IRB Executive Coordinating Committee or equivalent leadership committee may provide for and publish specific transition plans and guidance to minimize disruption to ongoing Covered Activities, and prior terms or versions of the Agreement/Indemnification Addendum may remain in effect with respect to such activities.

8.7 No Modification by Participating Institutions. No Participating Institution may modify this Agreement, the Indemnification Addendum, or any of their terms, and any attempted modification(s) by a Participating Institution will be null and void, and unenforceable.

8.8 Enforceability. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected thereby.

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8.9 No Waiver. The failure of a Participating Institution to insist upon the performance of any of the terms of this Agreement shall not be construed to be a waiver or relinquishment by such Party of any of the terms of the Agreement or of the whole Agreement.

8.10 Headings and Other Matters of Interpretation. All the titles and headings contained in this Agreement are inserted only as a matter of convenience and reference and do not define, limit, extend, or describe the scope of this Agreement or the intent of any of its provisions. In addition, unless otherwise stated in this Agreement, the following rules of interpretation apply to this Agreement: (i) definitions contained in this Agreement are applicable to the singular as well as the plural forms of such terms; and (ii) the word "shall" and the word "will" will be construed to have the same meaning and effect.

8.11 No Violation of Law. Nothing in this Agreement will be construed to require a Participating Institution to take any action in violation of applicable law, regulation, or other federal or state requirements. If a Participating Institution determines that compliance with a provision of this Agreement would cause it to be in violation of applicable law, regulation, or other federal or state requirements, it will notify the other affected Participating Institutions and work with such Participating Institutions to identify a mutually agreeable alternative approach to address the Agreement provision at issue. If a mutually agreeable approach cannot be identified, the Research will be withdrawn from Ceded Review (without an IRB approval or disapproval) with respect to the affected Participating Institutions.

8.12 Conflicts of Terms. In the event of any conflict between any of the terms of this Agreement and any of the terms of the Indemnification Addendum at Exhibit C, the terms of the Agreement will prevail. In the event of any conflict between any of the terms of this Agreement and any of the terms of a separate arrangement or agreement for financial terms as permitted under Section 2.4 hereof (including any other indemnification agreement pursuant to Section 4.10 hereof), the terms of the Agreement will also prevail.

8.13 Force Majeure. Except as otherwise provided in this Agreement, in the event that a delay or failure of a Participating Institution to comply with any obligation created by this Agreement is caused by an unforeseeable natural, political, or similar event beyond the control of such Participating Institution, including, without limitation, fire, flood, pandemics, epidemics, riots, war, acts of terrorism, or governmental actions or decrees in response to same (any or all, a "Force Majeure Event"), that obligation shall be suspended during the continuance of such condition, provided that the non-performing

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Participating Institution is without fault and the inability or failure to perform could not have been prevented by reasonable precautions. Notwithstanding the foregoing, the COVID-19 pandemic declared by the World Health Organization on March 11, 2020, or any law, regulation, order, or rule enacted or adopted prior to the Effective Date of the Participating Institution's Joinder Agreement as a result of the COVID-19 pandemic, shall not constitute a Force Majeure Event hereunder. For clarity, neither a Participating Institution's labor and union-related activities nor the non-performance of its subcontractors or vendors are Force Majeure Events hereunder. Upon the occurrence of a Force Majeure Event, the affected Participating Institution and the other Participating Institutions that are involved in any ongoing Research or Covered Activities with the affected Participating Institution will work together to determine the effect of such Force Majeure Event on any ongoing Research and Covered Activities being conducted under the Agreement at the time of the event, with the goals of ensuring the continued protection of Research participants and of limiting the potential disruption to the Research. Without limiting the foregoing, the Reviewing IRB/Reviewing IRB Institution will, when possible and appropriate, provide continued oversight for such ongoing Research for the reasonable time necessary to appropriately transfer oversight of the Research to another IRB or for the affected Participating Institutions to transition to another IRB authorization or reliance agreement.

8.14 Survival. The following terms and obligations will survive any termination of this Agreement, either in its entirety or with respect to the participation of a particular Participating Institution: Introduction – last sentence of first paragraph, last sentence of fourth paragraph, sixth paragraph, and seventh paragraph; Sections 1.4.1 – second and third sentences, 1.4.2, 1.4.3, 1.4.4 – first sentence, 2.1, 2.5.3, 3.4.1 – last sentence, 3.4.2 – last sentence, 3.4.3 – last sentence, 4.3, 4.5, 4.6, 4.7, 4.8, 4.9, 5.5, 5.8, 5.9, 5.10, 5.11, 5.12, 5.13, 5.14, 6.5, 6.12, 6.13, 6.14, 6.15, 6.16, 6.17, 7, 8; Exhibit A; and any other term or obligation that by its nature is reasonably intended to survive. For Covered Activities in the scope of the Indemnification Addendum at Exhibit C, all of the terms and obligations in the Indemnification Addendum will survive any termination of the Indemnification Addendum, either in its entirety or with respect to the participation of a particular Indemnification Participating Institution.

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Exhibit A

Glossary

Acronyms and capitalized terms used in the Agreement and the Indemnification Addendum have the following meanings:

Agreement: SMART IRB Reliance Agreement.

Assurance: An assurance of compliance with the Federal Policy that is maintained with a federal department or agency.

Ceded Review: The transfer of authority to, and reliance on, a Reviewing IRB for IRB review and oversight of Research.

Confidential Information: Any non-public, confidential and/or proprietary information, including but not limited to the scientific content of Research proposals and information provided by the Overall PI, Site Investigator(s), or other Personnel not generally known or available to the public. Information is not Confidential Information hereunder if such information (a) is or becomes known to the receiving party independently of disclosure by the disclosing party, directly or indirectly from a source other than one having an obligation of confidentiality to the disclosing party; (b) becomes publicly known or otherwise ceases to be confidential, except through a breach of this Agreement by the receiving party; or (c) is independently developed by or on behalf of the receiving party. **For clarity, as used in this Agreement, the term Confidential Information has no relation to the classification level of information/documents within a federal department or agency.**

Covered Activity/Covered Activities: Ceded Review of Research and Exemption Determinations, individually or collectively.

DHHS: U.S. Department of Health and Human Services.

Effective Date of the Agreement: With respect to any Participating Institution, the Effective Date of its Joinder Agreement.

ANY ATTEMPTED REVISION(S)/MODIFICATION(S) TO THIS AGREEMENT BY A PARTICIPATING INSTITUTION WILL BE NULL AND VOID, AND UNENFORCEABLE.

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Effective Date of the Indemnification Addendum: With respect to any Indemnification Participating Institution, the date on which the Indemnification Participating Institution's Institutional Official/Signatory executes the Indemnification Addendum Joinder Agreement.

Effective Date of a Joinder Agreement: The date on which the Participating Institution's Institutional Official/Signatory executes the Joinder Agreement.

Exemption Determination: A determination by a Reviewing IRB or Reviewing IRB Institution whether Research is exempt from some or all of the requirements of the Federal Policy.

FDA: U.S. Food and Drug Administration.

FDA Clinical Investigation Regulations: 21 CFR Parts 50, 56, 312, and 812.

Federal Institution: An Institution/Participating Institution that is a department or agency of federal government.

Federal Policy: The Federal Policy for the Protection of Human Subjects set forth in the DHHS regulations at 45 CFR Part 46, Subpart A and in corresponding regulations of other federal departments and agencies adopting such policy.

Force Majeure Event: An unforeseeable natural, political, or similar event beyond the control of a Participating Institution, including, without limitation, fire, flood, pandemics, epidemics, riots, war, acts of terrorism, or governmental actions or decrees in response to same, except as provided in Section 8.13 hereof.

FWA: The OHRP-approved Federalwide Assurance in which an Institution commits to DHHS that it will comply with the Federal Policy.

HIPAA: Collectively, the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic and Clinical Health Act of 2009, and their implementing privacy and security regulations, including but not limited to the implementing privacy regulations at 45 CFR Part 160 and 45 CFR Part 164, Subparts A and E.

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HIPAA Covered Entity: A health care provider, health plan, or health care clearinghouse subject to HIPAA as further defined and provided in 45 CFR 160.103.

Human Research Protection Program or HRPP: An Institution's policies, procedures, and oversight mechanisms for addressing human research protections.

Indemnification Addendum: The SMART IRB Indemnification Addendum attached to the Agreement at Exhibit C.

Indemnification Addendum Joinder Agreement: The SMART IRB Indemnification Addendum Joinder Agreement available at www.smartirb.org, which will be in substantially the same form as in Exhibit C.

Indemnification Participating Institution: A Participating Institution that joins the Indemnification Addendum.

Indemnification Terminating Institution: An Indemnification Participating Institution that terminates its participation in the Indemnification Addendum or whose participation in the Indemnification Addendum is terminated pursuant to Sections 7.2.2.2 or 7.2.2.3 hereof, respectively, or whose participation in the Indemnification Addendum ends as a result of the termination of the Indemnification Addendum in its entirety pursuant to Section 7.2.2.1.

Indemnified Party(ies): An Indemnification Participating Institution and its trustees, directors, officers, Personnel, and IRB members eligible to be held harmless, indemnified, and defended by an Indemnifying Party under the Indemnification Addendum.

Indemnifying Party: An Indemnification Participating Institution that is a Private Institution and is agreeing in the Indemnification Addendum to hold harmless, indemnify, and defend the Indemnified Parties.

Independent IRB Organization: An independent IRB organization that provides IRB review services.

Institution: Any legal entity, private or public, including any institution or other research organization or site, and any department, agency, or instrumentality of federal, state, local, or other government.

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Institutional Official/Signatory: The person who has the authority on behalf of an Institution to bind such Institution to the terms and conditions of the Agreement and, if applicable, the Indemnification Addendum.

IRB: Institutional Review Board.

Joinder Agreement: The SMART IRB Joinder Agreement available at www.smartirb.org, which will be in substantially the same form as attached to the Agreement at Exhibit B.

Limited IRB Review: The IRB review required pursuant to 45 CFR 46.104(d)(2)(iii), (d)(3)(i)(C), (d)(7), or (d)(8) or the corresponding provisions in the regulations of any federal department or agency adopting the Federal Policy in order for Research to be considered exempt under one of those provisions.

Local Considerations: Requirements of any applicable state or local laws, regulations, institutional policies, standards, or other local factors, including local ancillary reviews.

Losses: Any and all damages, judgments, liabilities, costs, expenses (including, without limitation, reasonable attorney's fees and expenses of litigation), or other losses incurred by or imposed upon any Indemnified Party(ies) or Other Party(ies) as a result of third-party claims, suits, demands, actions, or causes of action.

Mandated Policy/Policies: Federal department- or agency-specific policies and procedures governing the conduct of a reliance relationship once it is established.

Mandated Processes: Federal department- or agency-specific processes for initiating reliance and for determination of the Reviewing IRB/Reviewing IRB Institution.

NCATS: National Center for Advancing Translational Sciences at NIH.

NIH: National Institutes of Health.

OHRP: The Office for Human Research Protections of DHHS.

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Other Considerations: The requirements of any applicable federal laws or regulations or of relevant federal departments or agencies that are not readily apparent from the IRB submission for the Research or that are specific to the Relying Institution. For purposes of this Agreement, HIPAA and its requirements are not considered Other Considerations.

Other Party(ies): An Indemnification Participating Institution and its trustees, directors, officers, Personnel, and IRB members to whom a Responsible Party is responsible and who are eligible to be reimbursed by a Responsible Party Under the Indemnification Addendum.

Other Policies: Policies and procedures for the conduct of a reliance relationship that are not Mandated Policies but that Participating Institutions agree among themselves to apply to a reliance relationship under the Agreement.

Overall PI: The lead multi-site principal investigator with ultimate responsibility for the conduct and integrity of an instance of Research (generally, the initiating principal investigator or funding principal investigator, as applicable).

Party/Parties: A Participating Institution or, collectively, the Participating Institutions.

Participating Institution: An Institution (including an Independent IRB Organization) that meets the eligibility requirements set forth in the Agreement and accepts the terms and conditions of the Agreement through the execution of a SMART IRB Joinder Agreement.

Personnel: Members of a Participating Institution's team (including the Overall PI (if any) and Site Investigator(s)) involved in conducting an instance of Research. These individuals may include, as applicable, physicians, nurses, coordinators, data managers, lab technicians, postdoctoral fellows, students, volunteers and/or other personnel.

POC: Contact person or point of contact responsible for communicating on behalf of the Institution/Participating Institution with respect to matters concerning the initial and ongoing implementation of the Agreement.

Private Institution: An Institution/Participating Institution that is not a department, agency or instrumentality of federal, state, local, or other government.

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Protected Health Information or PHI: Protected Health Information as defined in 45 CFR 160.103.

Public Institution: An Institution/Participating Institution that is a department, agency, or instrumentality of U.S. federal, state, local, or other domestic government.

Reliance Request: A request for Ceded Review (or for an Exemption Determination, as applicable) with respect to an instance or multiple instances of Research.

Relying Institution: A Participating Institution that will obtain IRB review from a Reviewing IRB and/or determinations of exemption from IRB review from a Reviewing IRB or Reviewing IRB Institution under the Agreement.

Report: A report required under applicable federal human subjects protection regulations or under the terms of a Relying Institution's Assurance to a federal human subjects research regulatory agency (e.g., OHRP, FDA) regarding any unanticipated problems involving risks to human subjects or others; serious and/or continuing noncompliance with the Federal Policy, other applicable federal human subjects protection regulations or policies, or the FDA Clinical Investigation Regulations, as applicable, or with the requirements or determinations of the Reviewing IRB; and/or any suspensions or terminations of IRB approval.

Research: Any human subjects research within the meaning of the Federal Policy or within the meaning of any other federal human subjects protection regulations or policies; any investigation/clinical investigation within the meaning of the FDA Clinical Investigation Regulations; and any other research for which any Participating Institution seeks or is required to rely on a Reviewing IRB. Research may reference a specific study or protocol (an instance of Research) or collectively any or all of the studies or protocols eligible under the Agreement.

Responsible Party: An Indemnification Participating Institution that is a Public Institution and is agreeing in the Indemnification Addendum to be responsible to and to reimburse the Other Parties.

Reviewing IRB: The IRB of a Participating Institution that will provide IRB review and/or determinations of exemption from IRB review for a Relying Institution under the Agreement.

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Reviewing IRB Institution: The Participating Institution whose IRB will become the Reviewing IRB for a Relying Institution under the Agreement and/or that will provide determinations of exemption from IRB review for a Relying Institution under this Agreement.

Site Investigator(s): The investigator(s) responsible for the conduct of an instance of Research at their Participating Institution.

SMART IRB SOPs: The SMART IRB Standard Operating Procedures developed in support of the Agreement.

Terminating Institution: A Participating Institution that terminates its participation in the Agreement or whose participation in the Agreement is terminated pursuant to Sections 7.2.1.2 or 7.2.1.3 hereof, respectively, or whose participation in the Agreement ends as a result of the termination of the Agreement in its entirety pursuant to Section 7.2.1.1

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Exhibit B

SMART IRB Joinder Agreement

This SMART IRB Joinder Agreement ("Joinder Agreement") is made pursuant to the SMART IRB Reliance Agreement ("Agreement") and establishes that the below-identified, undersigned Institution is a Party to and Participating Institution in the Agreement, with all of the associated rights and obligations thereunder.

By execution of this Joinder Agreement, the undersigned Institution hereby: (i) represents and warrants that it meets all eligibility requirements for participation in the Agreement; (ii) agrees that it may accept and rely on the review of any of the IRBs of the Participating Institutions and that any Participating Institution may rely on the review of the Institution's IRB(s) (if applicable) when so elected by such Participating Institutions under the Agreement; and (iii) agrees to be bound by and subject to the terms and conditions of the Agreement; provided that, if it is an Independent IRB Organization, the undersigned Institution hereby instead: (i) represents and warrants that it meets all applicable eligibility requirements for participation in the Agreement; (ii) agrees that any Participating Institution may rely on the review of the Independent IRB Organization's IRB(s) when so elected by such Independent IRB Organization and Participating Institution under the Agreement; and (iii) agrees to be bound by and subject to the terms and conditions of the Agreement.

This Joinder Agreement covers the below-identified Participating Institution only and does not include any entity holding a separate Assurance or any separate legal entity (even if under the same Assurance) with which the Participating Institution or any of its IRBs is affiliated or has an IRB reliance relationship. Each affiliate or other entity that has its own separate Assurance or is a separate legal entity (even if under the same Assurance) from the Participating Institution will need to execute its own Joinder Agreement in order to participate in the Agreement.

Acronyms and capitalized terms used but not otherwise defined in this Joinder Agreement have the same meanings as given to them in the Agreement.

The Effective Date of this Joinder Agreement is the date on which the Participating Institution's Institutional Official/Signatory executes the Joinder Agreement as indicated below; however, the

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Participating Institution's actual participation in any Covered Activities under the Agreement may be subject to activation or other processes.

The Participating Institution must keep this Joinder Agreement and a copy of the Agreement on file and provide it to OHRP or other federal departments or agencies with requisite authority upon request.

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Institution Legal Name: Institution Legal Address Street: Suite/Room/Floor: City, State/Province/Region, Postal Code: Country:
❑ Check here if the Institution is an Independent IRB Organization. If an Independent IRB Organization, provide the following information: IRB Organization #:

❑ Check here if the Institution is NOT an Independent IRB Organization. If NOT an Independent IRB Organization, provide the following information: FWA # or other Assurance type and #: ❑ Check here if the Institution does not maintain an IRB. ❑ Check here if the Institution maintains one or more IRBs.
Is the applicability of your Institution's FWA/Assurance restricted to federally funded research (i.e., has your Institution "unchecked the box" on its FWA/Assurance)? ❑ Yes ❑ No, the Institution applies subparts A, B, C, and D regardless of source of support. ❑ No, the Institution applies subpart A (only), regardless of source of support.
If the Institution has an IRB or is an Independent IRB Organization, the Institution must have undergone or have initiated an assessment of the quality of its HRPP. Such assessment may be conducted by the Institution itself or by a third party. Such assessment must have occurred or have been initiated within the 5 years prior to the Institution joining the Agreement (or a prior version thereof, if the Institution's participation has been continuous since initially joining). What method does the Institution use to

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assess the quality of its HRPP? Specify the assessment below, the result, and the date that the assessment was completed or initiated:

❑ HRPP has undergone accreditation through an external organization

- Accrediting organization:
- Date completed:

❑ HRPP is pursuing accreditation through an external organization

- Accrediting organization:
- Date initiated:

❑ IRB(s) has undergone or has initiated OHRP's Quality Assessment Program

- Date initiated or completed:

❑ Other approach, please specify:

- Description of type of assessment:
- Date initiated or completed:

Point of Contact:

The Institution must identify and establish at least one individual who will serve as the Institution's Point of Contact (POC) responsible for communicating on behalf of the Institution with respect to the day-to-day implementation of the Agreement at the Institution. The POC will be listed at www.smartirb.org. Provide the following information regarding the Institution's POC:

NAME:

TITLE:

INSTITUTION:

POINT OF CONTACT ADDRESS

Street:

Suite/Room/Floor:

City, State/Province/Region, Postal Code:

Country:

Phone:

Email address:

Docusign Envelope ID: 9DAC0513-DAAE-4D41-B52B-75F43289322A

Alternate Point of Contact (POC) (optional):

The Institution may provide an alternate POC who can be contacted if the POC is not available or to whom the POC may delegate certain functions. The alternate POC will be listed at www.smartirb.org. Provide the following information regarding the Institution's alternate POC (if any):

NAME:

TITLE:

INSTITUTION:

ALTERNATE POINT OF CONTACT ADDRESS

Street:

Suite/Room/Floor:

City, State/Province/Region, Postal Code:

Country:

Phone:

Email address:

Notices: All written notices and other communications required to be made to the Institution under the Agreement may be made in hard copy or electronic form and shall be delivered to the following address(es). This may be the Institutional Official/Signatory, a POC, legal counsel, or other HRPP personnel.

For notice:

NAME:

TITLE:

INSTITUTION:

ADDRESS FOR NOTICE

Street:

Suite/Room/Floor:

City, State/Province/Region, Postal Code:

Country:

Phone:

Email address:

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With a copy to:

NAME:

TITLE:

INSTITUTION:

ADDRESS FOR NOTICE

Street:

Suite/Room/Floor:

City, State/Province/Region, Postal Code:

Phone:

Email address:

Agreement (required):

Agreed and signed by the Institutional Official/Signatory of the Institution:

_____

Name:

Title:

Date: _____

INSTITUTIONAL OFFICIAL/SIGNATORY ADDRESS

Street:

Suite/Room/Floor:

City, State/Province/Region, Postal Code:

Country:

Phone:

Email address:

Docusign Envelope ID: 9DAC0513-DAAE-4D41-B52B-75F43289322A

SMART IRB Indemnification Addendum Joinder Agreement

This SMART IRB Indemnification Addendum Joinder Agreement ("Indemnification Addendum Joinder Agreement") is made pursuant to the SMART IRB Indemnification Addendum ("Indemnification Addendum") and establishes that the below-identified, undersigned Institution is a party to and Indemnification Participating Institution in the Indemnification Addendum, with all of the applicable associated rights and obligations thereunder.

By execution of this Indemnification Addendum Joinder Agreement, the undersigned Institution hereby joins in, accepts, and agrees to be bound by all of the applicable terms and conditions of the Indemnification Addendum.

This Indemnification Joinder Agreement covers the below-identified Indemnification Participating Institution only and does not include any entity holding a separate Assurance or any separate legal entity (even if under the same Assurance) within which the Indemnification Participating Institution or any of its IRBs is affiliated or has an IRB reliance relationship. Each affiliate or other entity that has its own separate Assurance or is a separate legal entity (even if under the same Assurance) from the Indemnification Participating Institution will need to execute its own Indemnification Addendum Joinder Agreement in order to participate in the Indemnification Addendum.

Acronyms and capitalized terms used but not otherwise defined in this Indemnification Addendum Joinder Agreement shall have the same meanings as given to them in the Indemnification Addendum.

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The Effective Date of this Indemnification Addendum Joinder Agreement is the date on which the Indemnification Participating Institution's Institutional Official/Signatory executes the Indemnification Addendum Joinder Agreement as indicated below.

Institution Legal Name*: County of Monterey

Institution Legal Address*

Street: 1270 Natividad Road

Suite/Room/Floor: Public Health Bureau

City, State/Province/Region, Postal Code, Country: Salinas, CA 93906, USA

***Legal name and legal address must match information provided on Joinder Agreement to the SMART IRB Reliance Agreement.**

Agreement (required):

Agreed and signed by the Institutional Official/Signatory of the Institution: _____

Name: Elsa Mendoza Jimenez

Title: Director of Health Services

Date: _____

INSTITUTIONAL OFFICIAL/SIGNATORY ADDRESS

Street: 1270 Natividad Road

Suite/Room/Floor: Public Health Bureau

City, State/Province/Region, Postal Code, Country: Salinas, CA 93906, USA

Phone: (831)755-4526

Email address: jimenezem@countyofmonterey.gov

Docusign Envelope ID: 9DAC0513-DAAE-4D41-B52B-75F43289322A

VERSION:MARCH 17, 2025

Letter of Indemnification pursuant to the "Indemnification" section of the SMART IRB Master Common Reciprocal Institutional Review Board Authorization Agreement
Between

Johns Hopkins University School of Medicine **(Reviewing IRB Institution)**

and

County of Monterey **(Relying Institution)**

This Letter of Indemnification ("LOI") is entered this ____ day of _____, 20_____, ("Effective Date") by Reviewing IRB Institution, which operates the Johns Hopkins University School of Medicine's Institutional Review Board (IRB) ("Reviewing IRB"); and County of Monterey ("Relying Institution"); each a party to the SMART IRB Master Common Reciprocal Institutional Review Board Authorization Agreement (the "Agreement"). This LOI is in furtherance of section 4.11 "Indemnification". All defined terms herein are consistent with Exhibit A of the Agreement.

The Agreement permits Participating Institutions to make additional arrangements among themselves regarding allocation of liability in connection with the Ceded Review of any Research. In accordance with the terms of the Agreement, the undersigned Participating Institutions wish to apply the terms set forth herein to the Ceded Review(s) among them of the Research identified below: Any study where the SMART IRB Master Common Reciprocal Institutional Review Board Authorization Agreement will serve as the basis for IRB reliance on the above-named Reviewing IRB. ("Covered Research"). This LOI is applicable to and shall be enforceable as to the undersigned Participating Institutions only.

I. Effective Date. Reviewing IRB may become the IRB of Record for Relying Institution for Covered Research as of the date that this LOI is fully executed.

II. Scope of Reliance. Reviewing IRB will only assess compliance with federal human subjects protection requirements and with HIPAA to the extent provided in the Agreement. **As contemplated in the Agreement, Relying Institution is solely responsible for determining whether research reviewed by Reviewing IRB (including but not limited to any consent process or documentation), meets all other applicable federal, state, and local legal and policy requirements.** Although, all information about "local considerations" as defined in the "Local and Other Considerations" section of the "Agreement" will be considered by the Reviewing IRB for purposes of assessing federal human subjects protection requirements, the Reviewing IRB and Reviewing IRB Institution make no representation about the compliance or compatibility of its review with a Relying Institution's obligations under other applicable federal and state law and local policy requirements.

III. Claims.

a. Non-state Institutions: Except to the extent the Participating Institution is a state institution subject to sovereign immunity laws (such institutions shall be governed by Subsection (b) below), each Participating Institution hereunder will be responsible ("Responsible Institution") for any third-party claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs related thereto) ("Claims"), and shall defend, indemnify, and hold harmless, the other Participating Institution hereunder ("Other Institution"), and their trustees, officers, faculty, IRB members, students, volunteers, and employees ("Other Institutional Representatives"), to the extent such Claims arise out of: (i) any breach of the Agreement by the Responsible Institution, or (ii) the negligent acts and omissions made by the Responsible Institution, Responsible Institution's IRB, as applicable, or any trustees, directors, officers, representatives, employees, or other agents of the Responsible Institution in their performance of the Agreement, including without limitation, negligent use or disclosure of any information, except to the extent that such Claims result from the negligence or willful misconduct of the Other Institution and/or its Other Institutional Representatives. The Other Institution seeking indemnification shall, at the Responsible Institution's sole cost and expense, have the duty to cooperate with all reasonable requests in the investigation and defense of Claims.

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b. State Institutions: Each Participating Institution hereunder will be responsible ("Responsible Institution") for any third-party claim, cause of action, liability, damage, cost or expense (including, without limitation, reasonable attorney's fees and court costs related thereto) ("Claims") incurred by the other Participating Institution hereunder ("Other Institution"), and any of its trustees, officers, faculty, IRB members, students, volunteers, and employees ("Other Institutional Representatives") to the extent such Claims arise out of (i) any breach of the Agreement by such Responsible Institution, or (ii) the negligent acts and omissions made by such Responsible Institution, its IRB, as applicable, or any of its trustees, directors, officers, representatives, employees, or other agents in their performance of the Agreement, including without limitation, negligent use or disclosure of any information, except to the extent that such Claims result from the negligence or willful misconduct of the Other Institution and/or its Other Institutional Representatives. Responsible Institution shall be liable to the Other Institution and/or the Other Institutional Representatives for reimbursement for such Claims. If a Responsible Institution is an instrumentality of a state/federal government, and is limited in substance by the applicable law of the state or federal jurisdiction or Responsible Institution's constitution, statutes, common law or regulations to agree to this section, then the Responsible Institution's obligations to the Other Institution and/or the Other Institutional Representatives pursuant to this paragraph will be limited to that established under and allowed by the Responsible Institution's State Tort Claims Act, constitution, statutes, common law or regulations. Notwithstanding any other terms or conditions of this Agreement, no state agency under the laws of its jurisdiction shall be deemed to waive any privileges or immunities that might be available to it under applicable law.

c. This Section III shall survive termination or expiration of this LOI.

IV. Governing Law. In any dispute or legal proceeding between the parties, this LOI shall be governed in all respects by, and be construed in accordance with, the laws of the state of the party who is the defendant without regard to its conflicts of law principles. Each party who brings any dispute or legal proceeding against the other party pursuant to this LOI hereby consents to the jurisdiction of all state and federal courts sitting in the home state of the party who is the defendant of such dispute or legal proceeding and agrees that venue for any such dispute or legal proceeding with respect to this LOI shall lie exclusively in such courts. Notwithstanding the foregoing or any other language contained in this LOI no state agency that is a party hereto submits to the laws, jurisdiction or venue of any foreign court, and expressly does not waive any privileges, immunities or other rights that might be available to it pursuant to the doctrine of sovereign immunity or other applicable law, and no party hereby submits or consents to the jurisdiction of any foreign court except as expressly set forth herein. No state agency or corporation deemed to be nonprofit under the laws of its jurisdiction shall be deemed to waive any privileges or immunities that might be available to it under applicable law.

Signature below by an authorized official signifies that the Parties accept the terms and conditions specified in this LOI.

Relying Institution: County of Monterey	Reviewing IRB Institution: Johns Hopkins University School of Medicine
Signature	Signature Gail Daumit MD MHS
Name Elsa Mendoza Jimenez	Name Gail Daumit, MD, MHS
Title Director of Health Services	Title Vice Dean for Clinical Investigation
Street Address 1270 Natividad Rd, Salinas, CA 93906	Street Address 733 N. Broadway, Suite 115
City, State Zip Salinas, CA 93906	City, State Zip Baltimore, MD 21205
Phone: (831)755-4526 | Fax:	Phone: 410-614-6460 | Fax:
Email: jimenezem@countyofmonterey.gov	Email: gdaumit@jhmi.edu

Approve as to Legal Form:

Signed by: Kevin Serrano CF464FA4829E4B5...
Deputy County Counsel

3/20/2026 | 3:46 PM PDT
Date

County of Monterey

Board Report

Legistar File Number: A 26-101

Item No.17

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

April 21, 2026

Introduced: 3/24/2026

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues, adding $43,200 in additional funding for continued services in FY 2025-26 for a revised total Agreement amount of $924,200 for the full term of March 25, 2025 through April 30, 2026.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, adding $43,200 in additional funding for continued services in FY 2025-26 for a revised total Agreement amount of $924,200 for the full term of March 25, 2025 through April 30, 2026.

SUMMARY:
PCH Treatment, Inc. will continue to provide residential behavioral health services for the treatment of OCD and anxiety-related issues.

DISCUSSION:
The County of Monterey currently has Agreement No. A-17388 with PCH Treatment, Inc. who provides specialized residential treatment for adults, both male and female, OCD and anxiety-related issues. In addition to supportive housing, PCH Treatment, Inc. individualized treatment plans include Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. Amendment No. 3 adds an additional 28-day cycle of one (1) OCD Treatment at a lower level of care, stepping down to 3 full days per week, with transitional living, as recommended and agreed upon by PCH and Behavioral Health Bureau clinicians.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by Realignment (100%). The funds for this Agreement are included

in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement will allow continued access to behavioral health services for all residents within the community, aligning with 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

Prepared By: Sandra Cortez, Management Analyst II, 755-4694
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 3
Board Order (Renewal and Amendment No. 2)
Renewal and Amendment No. 2
Board Order (Renewal and Amendment No. 1)
Renewal and Amendment No. 1
Board Order (Agreement A-17388)
Agreement A-17388

County of Monterey

Board Report

Legistar File Number: A 26-101

Item No.

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

April 21, 2026

Introduced: 3/24/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues, adding $43,200 in additional funding for continued services in FY 2025-26 for a revised total Agreement amount of $924,200 for the full term of March 25, 2025 through April 30, 2026.

RECOMMENDATION:
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Approve and authorize the Director of Health Services or designee to execute Amendment No. 3 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, adding $43,200 in additional funding for continued services in FY 2025-26 for a revised total Agreement amount of $924,200 for the full term of March 25, 2025 through April 30, 2026.

SUMMARY:
PCH Treatment, Inc. will continue to provide residential behavioral health services for the treatment of OCD and anxiety-related issues.

DISCUSSION:
The County of Monterey currently has Agreement No. A-17388 with PCH Treatment, Inc. who provides specialized residential treatment for adults, both male and female, OCD and anxiety-related issues. In addition to supportive housing, PCH Treatment, Inc. individualized treatment plans include Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. Amendment No. 3 adds an additional 28-day cycle of one (1) OCD Treatment at a lower level of care, stepping down to 3 full days per week, with transitional living, as recommended and agreed upon by PCH and Behavioral Health Bureau clinicians.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Offices of the County Counsel and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by Realignment (100%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year FY 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This Agreement will allow continued access to behavioral health services for all residents within the community, aligning with 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

Prepared By: Sandra Cortez, Management Analyst II, 755-4694
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 3
Board Order (Renewal and Amendment No. 2)
Renewal and Amendment No. 2
Board Order (Renewal and Amendment No. 1)
Renewal and Amendment No. 1
Board Order (Agreement A-17388)
Agreement A-17388

Docusign Envelope ID: 22AD087A-2E22-41E4-B943-337790FAB20B

AMENDMENT NO. 3 TO MENTAL HEALTH SERVICES AGREEMENT A-17388 BY AND BETWEEN COUNTY OF MONTEREY AND PCH TREATMENT, INC.

THIS AMENDMENT NO. 3 to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PCH TREATMENT, INC.,** hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY entered into AGREEMENT A-17388 with PCH TREATMENT, INC on June 24, 2025, in the amount of $278,000 for the term of March 25, 2025, to July 15, 2025, to provide residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues; and

WHEREAS, the COUNTY and CONTRACTOR amended Agreement A-17388 on August 12, 2025, via Renewal and Amendment No. 1 to change the full Agreement term to March 25, 2025, to December 31, 2025, and add an additional $335,000 thereby increasing the total Agreement amount not to exceed $613,000; and

WHEREAS, the COUNTY and CONTRACTOR amended Agreement A-17388 on January 27, 2026, via retroactive Renewal and Amendment No. 2 to change the full Agreement term to March 25, 2025, to April 30, 2026, and add an additional $268,000 thereby increasing the total Agreement amount not to exceed $881,000; and

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

1. In FY 2025-26 add continued services and increase contract amount by $43,200, for a total not to exceed new maximum contract amount of $924,200.

NOW THEREFORE, the COUNTY and CONTRATOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced with EXHIBIT A-3: PROGRAM DESCRIPTION. All references in the Agreement to Exhibit A shall be construed to refer to EXHIBIT A-3: PROGRAM DESCRIPTION.
2. EXHIBIT B2: PAYMENT PROVISIONS is replaced with EXHIBIT B-3: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B-2 shall be construed to refer to EXHIBIT B-3: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This AMENDMENT NO. 3 increases the current contract amount of $881,000 by $43,200 for a total not to exceed new maximum contract amount of $924,200.
5. A copy of this AMENDMENT NO. 3 shall be attached to the original Agreement A-17388 executed by the County on June 24, 2025.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT NO. 3 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY
By: Elsa Jimenez, Director of Health Date:
Approved as to Form Signed by: kevin Serrano CF464EA4829E4B5... By: Office of County Counsel[1] Date: 3/23/2026 | 4:25 PM PDT
Approved as to Fiscal Provisions DocuSigned by: Patricia Ruiz E79EE64E57454F6... By: Auditor/Controller[2] Date: 3/24/2026 | 8:24 AM PDT
Approved as to Liability Provisions By: Risk Management[3] Date:

PCH TREATMENT, INC.
DocuSigned by: Jeff Ball BEB1A2AAB28D45D... By: Jeff Ball, President and CFO Date: 3/20/2026 | 4:00 PM PDT

*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.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

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EXHIBIT A-3: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

Extended step-down treatment cycle to consist of full-time Obsessive Compulsive Disorder (OCD) treatment 3 days per week and transitional living (single occupancy, shared bathroom), including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle

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- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions
- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

Docusign Envelope ID: 22AD087A-2E22-41E4-B943-337790FAB20B

III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet <u>either</u> of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

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

   b. The client has at least one of the following:

      i. A significant impairment,

      ii. A reasonable probability of significant deterioration in an important area of life functioning,

      iii. A reasonable probability of not progressing developmentally as appropriate, or

      iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

      v. The client's condition listed above is due to one of the following:

         a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental

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Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

b. A suspected mental health disorder that has not yet been diagnosed.

c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:

a. The client has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A-3 of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;

ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

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2. Diagnosis Not a Prerequisite

   a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California

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law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

F. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

   b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

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B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-3 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-25			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	$77,000.00	$77,000.00
	Twelve (12) Continuation Cycles (28 days per cycle)	$67,000.00	$804,000.00
FY 2024-25 Maximum Liability Amount			**$881,000**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

Additionally, CONTRACTOR shall be reimbursed at the following rate for extended treatment cycle:

FY 2025-26	
3 Days per Week Full Day OCD Track:	$32,200
Transitional Living (Single occupancy, shared bathroom):	$11,000
Total Cost for 28-day cycle:	**$43,200**

IV. PAYMENT CONDITIONS

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

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B-3, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-3, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, 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

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accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

MCHDBHFinance@countyofmonterey.gov

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

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

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V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $924,200 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$924,200
TOTAL MAXIMUM COUNTY OBLIGATION:	**$924,200**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of

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COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

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

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to

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same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by

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CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-3, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each

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monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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County of Monterey
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 Kate Daniels to:

Agreement No.: A-17388; Amendment No. 2
Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

PASSED AND ADOPTED on this 13th day of January 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Root Askew and Daniels
NOES: None
ABSENT: Supervisor Lopez

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 January 13, 2026.

Dated: January 13, 2026
File ID: A 26-008
Agenda Item No.: 19

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

Margarita Hernandez, Deputy

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County of Monterey
Board of Supervisors

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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17388; Amendment No. 2
Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

PASSED AND ADOPTED on this 13th day of January 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Root Askew and Daniels
NOES: None
ABSENT: Supervisor Lopez

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 January 13, 2026.

Dated: January 13, 2026
File ID: A 26-008
Agenda Item No.: 19

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

Margarita Hernandez, Deputy

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

Monterey County
Board of Supervisors

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Salinas, CA 93901
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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17388 ; Amendment No.: 1
Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add $335,000 of additional services, for a revised total Agreement amount not to exceed $613,000.

PASSED AND ADOPTED on this 12th day of August 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 August 12, 2025.

Dated: August 13, 2025
File ID: A 25-317
Agenda Item No.: 16

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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Monterey County
Board of Supervisors

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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17388 ; Amendment No.: 1
Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add $335,000 of additional services, for a revised total Agreement amount not to exceed $613,000.

PASSED AND ADOPTED on this 12th day of August 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 August 12, 2025.

Dated: August 13, 2025
File ID: A 25-317
Agenda Item No.: 16

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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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 Glenn Church to:

Agreement No.: A-17388
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between The County of Monterey and PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues for a total amount not to exceed $278,000 for the retroactive term of March 25, 2025 through July 15, 2025; and
b. Accept non-standard risk provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($27,800) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $305,800.

PASSED AND ADOPTED on this 24th day of June 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 June 24, 2025.

Dated: June 26, 2025
File ID: A 25-236
Agenda Item No.: 29

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: A-17388

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 **PCH TREATMENT, INC.** (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: **CONTRACTOR will provide full-time Obsessive Compulsive Disorder (OCD) treatment and supportive housing services as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.**

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: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT G: AUDITS AND AUDIT APPEALS
EXHIBIT H: BUSINESS ASSOCIATE AGREEMENT

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. 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.

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V. TERM AND TERMINATION

A. Term. This Agreement shall be effective March 25, 2025 and shall remain in effect until July 15, 2025.

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;

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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 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 E to this Agreement, indemnification described in Section

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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

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:

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a. Complete written description of event including outcome;

b. Written report of CONTRACTOR's investigation and conclusions;

c. 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. In addition, CONTRACTOR shall promptly submit to COUNTY a written report

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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 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, 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.

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 if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or of not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

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.

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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, agents, and employees 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.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance 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. BUDGET~~

~~CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.~~

XVII. ACCESS TO AND AUDIT OF RECORDS

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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 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.

XVIII. 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,

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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 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);

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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.

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.

XIX. 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

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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.

XX. 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.

XXI. 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

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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.

XXII. 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).

XXIII. 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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XXIV. 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, LMFT, LPCC, CCISM
Interim Behavioral Health Bureau Chief/
Behavioral Health Director
County of Monterey, Health Department
1270 Natividad Road
Salinas, CA 93906
(831) 755-4510

CONTRACTOR

Jordan D. Blunt
Admissions Coordinator
PCH Treatment, Inc.
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
(424)410-9913

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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	**PCH Treatment, Inc.** Contractor's Business Name *
Date: _____	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Chair, President, or Vice-President) *
By: DocuSigned by: C7A30BA59CA8423... Department Head (if applicable)	**Jeff Ball, President and Chief Financial Officer** Name and Title
Date: 6/26/2025 | 4:39 PM PDT	Date: 5/9/2025 | 4:29 PM PDT
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form [1]	
By: DocuSigned by: Kevin Serrano CF464EA4829E4B5... County Counsel	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: 5/27/2025 | 4:37 PM PDT	**Jeff Ball, President and Chief Financial Officer** Name and Title
Approved as to Fiscal Provisions[2]	Date: 5/9/2025 | 4:29 PM PDT
By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Auditor-Controller's Office	
Date: 5/28/2025 | 10:02 AM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: A-17388

*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.

[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 to Insurance or Indemnification provisions

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

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- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

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client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

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

    b. The client has at least one of the following:

        a. A significant impairment,

        b. A reasonable probability of significant deterioration in an important area of life functioning,

        c. A reasonable probability of not progressing developmentally as appropriate, or

        d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

        e. The client's condition listed above is due to one of the following:

            a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

            b. A suspected mental health disorder that has not yet been diagnosed.

            c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:

    a. The client has one or both of the following:

        i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

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ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

C. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

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3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

E. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

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b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at

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least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	First Cycle (Initial 28 days)	$77,000.00	$77,000.00
	Three (3) Continuation Cycles	$67,000.00	$201,000.00
FY 2024-26 Maximum Liability Amount			**$278,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, 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 reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s)

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submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. 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 $278,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$278,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$278,000**

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C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1

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of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

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

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

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I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

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F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

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H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT 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.

DocuSigned by:
Jeff Ball
BFB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Business Name of Contractor

Jeff Ball
Name of Authorized Representative (printed)

President and Chief Financial Officer
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	PCH Treatment, Inc.	
Name of Contractor's Designee	Jeff Ball	
Title of Designee	President and Chief Financial Officer	
Street 11965 Venice Blvd, Suite 200		
City Los Angeles	State CA	Zip 90066
IRS Employer Identification Number	271020104	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by: Jeff Ball BFB1A2AAB28D45D...

Signature of Contractor

Date 5/9/2025 | 4:29 PM PDT

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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.

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- Offer services in unserved and underserved communities.
- 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, Trique 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, Trique, 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

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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 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.

DocuSigned by:
Jeff Ball
BEB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Contractor (Organization Name)

Jeff Ball
Name of Authorized Representative

President and Chief Financial Officer
Title of Authorized Representative

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EXHIBIT F: COST REIMBURSEMENT INVOICE FORM

Contractor :	PCH Treatment, Inc.	Invoice Number :	
Address Line 1	11965 Venice Blvd. Suite 202, Los Angeles, CA, 90066	County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:	March 25, 2025 - July 15, 2025	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 2024-25	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. 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;

   2. Deducted from future claims over a period not to exceed six (6) months;

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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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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective March 25, 2025 ("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 PCH Treatment, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

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:

AGREEMENT

1. DEFINITIONS

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All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(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

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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 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

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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 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

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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 of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

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(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 this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days

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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

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

PCH Treatment, Inc.
Attn: Jeff Ball
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
Phone: (424)410-9913
Fax:
Email: jball@pchtreatment.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,

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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.

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:~~

DS
6/27/2025 | 10:30 AM PDT

DS
5/20/2025 | 8:33 AM PDT

~~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

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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.

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.

Docusign Envelope ID: 82362BDF-E43F-4EEB-9BEA-9CFA8B871CA8

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: DocuSigned by: Jeff Ball BFB1A2AAB28D45D...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: Jeff Ball	Print Name: Elsa M. Jimenez
Print Title: President and Chief Financial Officer	Print Title: Director of Health
Date: 5/20/2025 | 8:33 AM PDT	Date: 6/26/2025 | 4:39 PM PDT

Introduced: 3/18/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).

SUMMARY:
The Department of Emergency Management (DEM) coordinates applications and reporting efforts for Emergency Management Performance Grant (EMPG). The County staff titles authorize Director of Emergency Management, Emergency Services Manager, Management Analyst II, and Finance Manager as Monterey County representatives for participation within the California Office of Emergency Services (CalOES) FY 2025, 2026, and 2027 EMPG.

DISCUSSION:
The Emergency Management Performance Grant (EMPG) provides annual federal funding that supports Monterey County's Department of Emergency Management by covering key personnel costs. These funds allow the department to maintain and strengthen its capabilities in planning, training, exercising, and coordinating preparedness, response, recovery, and mitigation efforts. EMPG funding ensures dedicated staffing to enhance the County Operational Area's overall readiness for natural and human caused emergencies and disasters.

This resolution will designate and grant the authority to local government staff representatives to execute documents and coordinate with the CalOES on behalf of the County, in regard to the EMPG. The designees will execute assurances, applications, documents, and claims for the purposes of obtaining financial assistance. The federal administrative requirement to designate a staff position by title rather than an individual name will eliminate the need to submit a new Resolution to the Board each time there is a change in personnel.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

Auditor-Controller may be required to validate financial documentation, to receive and distribute funds and County Counsel provides review and approvals as to form as needed.

FINANCING:
This resolution has no impact on current FY 2025-2026 or future Adopted Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X__ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]
Allows the County to accept and manage critical grant funds.

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

Prepared by: April Rodriguez, Management Analyst II, x7923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution

County of Monterey

Board Report

Legistar File Number: RES 26-042

Item No.

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

April 21, 2026

Introduced: 3/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).

SUMMARY:
The Department of Emergency Management (DEM) coordinates applications and reporting efforts for Emergency Management Performance Grant (EMPG). The County staff titles authorize Director of Emergency Management, Emergency Services Manager, Management Analyst II, and Finance Manager as Monterey County representatives for participation within the California Office of Emergency Services (CalOES) FY 2025, 2026, and 2027 EMPG.

DISCUSSION:
The Emergency Management Performance Grant (EMPG) provides annual federal funding that supports Monterey County's Department of Emergency Management by covering key personnel costs. These funds allow the department to maintain and strengthen its capabilities in planning, training, exercising, and coordinating preparedness, response, recovery, and mitigation efforts. EMPG funding ensures dedicated staffing to enhance the County Operational Area's overall readiness for natural and human caused emergencies and disasters.

This resolution will designate and grant the authority to local government staff representatives to execute documents and coordinate with the CalOES on behalf of the County, in regard to the EMPG. The designees will execute assurances, applications, documents, and claims for the purposes of obtaining financial assistance. The federal administrative requirement to designate a staff position by title rather than an individual name will eliminate the need to submit a new Resolution to the Board each time there is a change in personnel.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Auditor-Controller may be required to validate financial documentation, to receive and distribute funds and County Counsel provides review and approvals as to form as needed.

FINANCING:
This resolution has no impact on current FY 2025-2026 or future Adopted Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X__ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection]
Allows the County to accept and manage critical grant funds.

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

Prepared by: April Rodriguez, Management Analyst II, x7923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution

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

Resolution No.

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).	)))))))

RECITALS:

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2025 EMPG which has a period of performance of July 1, 2025, to June 30, 2027; and

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2026EMPG which has a period of performance of July 1, 2026, to June 30, 2028; and

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2027EMPG which has a period of performance of July 1, 2027, to June 30, 2029.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Emergency Management Performance Grant (EMPG).

PASSED AND ADOPTED on this **21st** day of **April 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____for the meeting on _____.

Dated:

File Number:

Valerie Ralph

Clerk of the Board of Supervisors

County of Monterey, State of California

By_____

, Deputy

Introduced: 3/18/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).

SUMMARY:
The Department of Emergency Management (DEM) coordinates applications and reporting efforts for the Homeland Security Grant Program. The County staff titles authorize Director of Emergency Management, Emergency Services Manager, Management Analyst II, and Finance Manager as Monterey County representatives for participation within the California Office of Emergency Services FY 2026, 2027, and 2028 Homeland Security Grant Program.

DISCUSSION:
The Homeland Security Grant Program is a federally funded grant aiding local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats. HSGP funding provides resources required for implementation and administering of the National Preparedness System. DEM staff administers the Homeland Security Grant Program and receives an annual award on behalf of the Monterey County Operational Areas for the purchase of specialized equipment for fire, law enforcement, and public safety agencies and other local jurisdictional emergency management preparedness needs. Equipment purchased with HSGP funding enhances the capabilities of local governments and stakeholder agencies to plan for and respond to large scale emergencies, disasters, and other hazardous events. DEM requests project applications from Operational Areas partner agencies and applies to CalOES on behalf of the Monterey County Operational Area.

This resolution will designate and grant authority to local government staff representatives to execute documents and coordinate with CalOES on behalf of Monterey County Operational Area. The designees will execute assurances, applications, documents, and claims for the purposes of obtaining financial assistance. The federal administrative requirement designates by

position title rather than an individual name eliminating the need to submit a new Resolution to the Board each time there is a change in personnel.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Auditor-Controller may be required to validate financial documentation, to receive and distribute funds and County Counsel provides review and approvals as to form as needed.

FINANCING:
This resolution has no impact on current FY 2025-2026 or future Adopted Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X__ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection
Allows the County to accept critical grant funds.

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

Prepared by: April Rodriguez, Management Analyst II, x7923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution

Introduced: 3/18/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).

SUMMARY:
The Department of Emergency Management (DEM) coordinates applications and reporting efforts for the Homeland Security Grant Program. The County staff titles authorize Director of Emergency Management, Emergency Services Manager, Management Analyst II, and Finance Manager as Monterey County representatives for participation within the California Office of Emergency Services FY 2026, 2027, and 2028 Homeland Security Grant Program.

DISCUSSION:
The Homeland Security Grant Program is a federally funded grant aiding local government agencies in their efforts to prevent, protect, mitigate, and respond to acts of terrorism and other threats. HSGP funding provides resources required for implementation and administering of the National Preparedness System. DEM staff administers the Homeland Security Grant Program and receives an annual award on behalf of the Monterey County Operational Areas for the purchase of specialized equipment for fire, law enforcement, and public safety agencies and other local jurisdictional emergency management preparedness needs. Equipment purchased with HSGP funding enhances the capabilities of local governments and stakeholder agencies to plan for and respond to large scale emergencies, disasters, and other hazardous events. DEM requests project applications from Operational Areas partner agencies and applies to CalOES on behalf of the Monterey County Operational Area.

This resolution will designate and grant authority to local government staff representatives to execute documents and coordinate with CalOES on behalf of Monterey County Operational Area. The

designees will execute assurances, applications, documents, and claims for the purposes of obtaining financial assistance. The federal administrative requirement designates by position title rather than an individual name eliminating the need to submit a new Resolution to the Board each time there is a change in personnel.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Auditor-Controller may be required to validate financial documentation, to receive and distribute funds and County Counsel provides review and approvals as to form as needed.

FINANCING:
This resolution has no impact on current FY 2025-2026 or future Adopted Budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X__ Administrative [Include one or two sentences referencing the Ordinance, Code, Board Order/Resolution, etc. in relation to this selection
Allows the County to accept critical grant funds.

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

Prepared by: April Rodriguez, Management Analyst II, x7923
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution

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

Resolution No.

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).	)))))))

RECITALS:

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2026 EMPG which has a period of performance of October 1, 2026, to May 31, 2029; and

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2027 EMPG which has a period of performance of October 1, 2027, to May 31, 2030; and

WHEREAS, the Department of Emergency Management is requesting that the above titles be designated and authorized to execute and manage grant documents and applications for FY 2028 EMPG which has a period of performance of October 1, 2028, to May 31, 2031.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

Designate and Authorize County staff positions of Director of Emergency Management, Emergency Services Manager, Finance Manager I, and Management Analyst II to execute grant documents and applications for the Homeland Security Grant Program (HSGP).

PASSED AND ADOPTED on this **21st** day of **April 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 resolution of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____for the meeting on _____.

Dated:

File Number:

Valerie Ralph

Clerk of the Board of Supervisors

County of Monterey, State of California

By_____

, Deputy

Introduced: 4/1/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the County Purchasing Agent or designee to add Blanca Maldonado dba Maldonado Crew, on an as-needed basis, to the Countywide Service Agreement (CSA) for custodial maintenance services and execute the agreement effective upon execution through June 30, 2027, with the option to extend the agreement for two additional one-year periods through June 30, 2029, with a cumulative maximum amount across **ALL** related agreements not to exceed $10,000,000 per fiscal year, provided such agreements do not significantly change the scope of work; and,
b. Authorize the County Purchasing Agent or designee to execute future amendments that do not exceed 10% (up to an additional $1,000,000 per fiscal year) of the original annual cumulative amount for a total annual maximum across **ALL** related agreements not to exceed $11,000,000; provided such agreement does not significantly change the scope of work.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the County Purchasing Agent or designee to add Blanca Maldonado dba Maldonado Crew, on an as-needed basis, to the Countywide Service Agreement (CSA) for custodial maintenance services and execute the agreement effective upon execution through June 30, 2027, with the option to extend the agreement for two additional one-year periods through June 30, 2029, with a cumulative maximum amount across **ALL** related agreements not to exceed $10,000,000 per fiscal year, provided such agreements do not significantly change the scope of work; and,
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SUMMARY/DISCUSSION:

This agreement will add Blanca Maldonado dba Maldonado Crew to the existing list of six (6) on-call custodial service providers, hereafter referred to as Contractors, eligible to provide custodial services to County departments.

It is also recommended that the County Purchasing Agent or designee be authorized to increase the cumulative not to exceed amount by up to **10% of the original aggregate amount,** whether

or not additional Agreements are entered into. The aggregate amount to be spent over the five (5) year term, with the 10% increase above the not to exceed amount shall not exceed $11,000,000

OTHER AGENCY INVOLVEMENT:

The Office of the County Counsel, Risk Management, and the Auditor-Controller's Office have reviewed and approved the proposed Agreements as to form, indemnification and insurance, and fiscal provisions, respectively.

FINANCING:

Funds for these services are contained within the approved budget allocations of the departments utilizing the services. Expenditures will depend on the actual services requested by individual County departments. Based upon historical usage the aggregate amount to be spent for all Agreements issued under RFP #10927 is not anticipated to exceed $11,000,000 per Agreement over the five (5) year term.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The Board's approval of the recommended agreements will allow the County to continue with existing services to Custodial Maintenance Services to fit the County's operational needs.

__ Economic Development
X Administration
__ Health and Human Services
__ Infrastructure
__ Public Safety

Prepared by: Tom Skinner, Acting Chief Contracts and Procurement Officer
Approved by: Shane Strong, Deputy County Counsel
Approved by: Michael Beaton, Assistant County Administrative Officer

Attachments:
Blanca Maldonado Agreement

Introduced: 4/1/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

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X Administration
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__ Infrastructure
__ Public Safety

Prepared by: Tom Skinner, Acting Chief Contracts and Procurement Officer
Approved by: Shane Strong, Deputy County Counsel
Approved by: Michael Beaton, Assistant County Administrative Officer

Attachments:
Blanca Maldonado Agreement

Docusign Envelope ID: 029D8423-72FE-439D-A337-5F5DCD3DE48E

COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND BLANCA MALDONADO dba MALDONADO CREW RFP 10927- COUNTYWIDE CUSTODIAL MAINTENANCE SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Blanca Maldonado dba Maldonado Crew, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10927) to provide Countywide Custodial Maintenance Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10927 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10927**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
RFP # 10927 dated, 4/11/2024, including all attachments and exhibits, and Addenda 1,
CONTRACTOR's Proposal dated 11/10/2025.

1.2 These documents are on file with the Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP # 10927**,** CONTRACTOR's Proposal, including all attachments and exhibits, and Addenda 1.

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1.4 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.

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 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.

2.0 SCOPE OF WORK/SERVICE

2.1 SCOPE OF WORK: Contractor Minimum Work Performance Percentage: CONTRACTOR will not pay more than fifty percent (50%) of the amount paid by the County for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's fifty percent (50%) subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the fifty percent (50%) limitation shall apply only to the service portion of the contract.

2.2 CONTRACTOR shall identify key staff and subcontractors, their qualifications and experience proposed for the service identified herein.

2.3 CONTRACTOR shall provide a list of all key team members and brief resumes, highlighting their previous experience on similar projects.

2.4 CONTRACTOR shall provide a list of proposed sub-contractors (if any), including office locations, history, and experience.

2.5 Compliance with Laws: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but not limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Sections 1101 et seq.).

2.6 SCOPE OF SERVICES AND ADDITIONAL PROVISONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

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Exhibit A Scope of Services
Exhibit B Pricing Sheet
Exhibit C Incorporation of Request for Proposals (RFP) #10927 and Statement of Proposal Documents, attached to and made part of this Agreement.
Exhibit D Custodial Service Request Form

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth **in EXHIBIT B Pricing Sheet**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

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3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10927 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **date of execution to June 30, 2027**, with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall re-provide a list of key-staff and/or proposed sub-contractors (if any), including office locations currently conducting services.

4.3.3.2 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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4.4 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

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7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of an AGREEMENT, 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, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 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 VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an 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 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 an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an 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.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

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7.4.2 Each liability policy shall provide that 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. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 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 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, 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.

7.4.4 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.

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7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

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8.2 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.

8.3 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.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT.

8.6 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. ONTRACTOR 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/.

9.0 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), 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.

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10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 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.

12.2 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.

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12.3 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.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

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16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

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20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

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23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts/Procurement Dept.
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990
Fax No.: (831) 755-4969

TO CONTRACTOR:
Blanca Maldonado dba Maldonado Crew
123 Mayfair Dr. Salinas, CA. 93905
Tel. No.: (831) 320-5181
bmaldonado68.bm@gmail.com

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate

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documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT. (ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 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 Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **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.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Executed counterparts of this Agreement may be delivered by facsimile transmission 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 if the manually signed counterpart or counterparts had been delivered to the other party in person.

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28.0 SIGNATURE PAGE

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form[1]

Office of the County Counsel Susan K. Blitch, County Counsel

By: Signed by: Shane Strong — **County Counsel**

Date: 3/9/2026 | 1:08 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz — **Auditor/Controller**

Date: 3/10/2026 | 7:29 AM PDT

Approved as to Liability Provisions[3]

Office of the County Counsel-Risk Management

By: DocuSigned by: David Bolton — **David Bolton, Risk Manager**

Date: 3/10/2026 | 7:47 AM PDT

CONTRACTOR

Contractor/Business Name*

By: Firmado por: Blanca Maldonado

(Signature of Chair, President, or Vice-President)

Blanca Maldonado

Name and Title

Date: 3/6/2026 | 9:09 PM PST

By:

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Name and Title

Date:

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 the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Approval by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Tom Skinner, Acting Chief Contracts & Procurement Officer
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EXHIBIT A SCOPE OF SERVICES
(As listed within RFP #10927)

CONTRACTOR agrees to provide Custodial Services and Supplies to awarded locations as requested by the County.

A CUSTODIAL SERVICE REQUEST FORM, attached Exhibit D, is required for each location PRIOR to performing services at any County location.

Compliance with Laws: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but not limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Sections 1101 et seq.).

-- End of Exhibit A –

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EXHIBIT B PRICING SHEET
(As listed within RFP #10927)

Company Name: Blanca Maldonado dba Maldonado Crew

EXAMPLE

Pricing

Service Description	**Frequency**	**Monthly Rate**	**Annual Total**
Daily Janitorial Service (Admin Building)	5x/week	$21,411.93	$256,943.16
Emergency Cleaning	As Needed	Included	__
Supplies & Materials	Monthly	Included	__

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ZONE I (SOUTH SALINAS)	NOTES
Behavioral Health Children's Services, 951-B Blanco Cir, Salinas	FACILITY LOCATION CLOSED
Behavioral Health Children's Services, 957 Blanco Cir, Salinas	FACILITY LOCATION CLOSED

ZONE II (EAST SALINAS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
DSES, 713 La Guardia, Salinas	Single	No	26,400	Five Day		
Information Systems, 1590 Moffett Street, Salinas	Single	Yes	30,050	Five Day		
Dept of Child Support Services, 752 La Guardia, Salinas	Single	No	16,535	Five Day		
1441 Schilling Place, North Bldg	Multi	No	108,633	Five Day	Includes staff Gym with locker rooms (showers) and lactation room. Scope includes wipedown of gym equipment surfaces, sweeping floors and cleaning carpet in corner of gym.	
1441 Schilling Place, South Bldg (two floors)	Multi	No	93,725	Five Day + Noon		
1488 Schilling Place, Anex (Office, Restroom, Breakroom, etc.)	Multi	Yes (RCC)	16,000	Five Day	RRC cubicles are in warehouse area, but should be cleaned as part of regular Office cleaning.	
1488 Schilling Place, Anex (Warehouse Space (Floor cleaning only)	Multi	Yes (RCC)	26,000	N/A	*Total sqft for warehouse. Approximately 16,000sqft of office space requires regular cleaning. Approximately 42,000 of floor space (including the 16,000sqft office space) requires cleaning.	

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Women, Infants & Children (WIC), 632 Alisal St, Salinas	Single	No	7,781	Five Day + Noon		
Behavioral Health, 30 S. Pearl Salinas (behind WIC, 632 Alisal)	Single	No	3,988	Two Day		
Alisal Integrated Health Center, 331 N Sanborn St, Salinas, CA 93905	Single	No	18,240	Five Day		

ZONE III (SOUTH COUNTY/ SALINAS AG)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Agricultural Commissioner, 522 N. 2nd St, King City	Single	No	1,440	Two Day		
DSS, 116 Broadway, King City	Single	No	14,190	Five Day		
DSS, 118 Broadway, King City	Single	No	500	Five Day		
Behavioral Health, 200 Broadway, Suite 88, King City	Single	No	3,737	Five Day		
Behavioral Health, 200 Broadway, Suites 70, King City	Single	No	4,976	Five Day		
Behavioral Health, 411 Center Street, Gonzales	Single	No	400	Two Day		
BOS, 3rd Dist. 365-A Walnut Ave, Greenfield (occupying 7-1-19)	-	-	-	-	FACILITY LOCATION CLOSED	
King City Courthouse, 250 Franciscan Way, King City	Multi	Yes	12,720	Two Day		
Library, 315 El Camino Real, Greenfield	Single	No	7,192	Five Day		
Library, 402 Broadway, King City	Single	No	7,667	Five Day		
Library, 851 5th St, Gonzales	Single	No	3,200	Five Day		
One Stop Career Center, 200 Broadway, Suite 62 King City	Single	No	4,332	Five Day		
WIC & Behav. Health, 335 & 359 Gabilan Dr, Soledad	Single	No	5,868	Five Day		
1011 Broadway Street, King City	-	-	-	-	FACILITY LOCATION CLOSED	

ZONE IV (NORTH SALINAS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
911, 1322 Natividad Rd, Salinas	Multi	No	7,250	Seven Day + Noon		
Adult Behavioral Health,1441 Const Blvd 400, Ste 202 Salinas	Single	No	11,489	Five Day + Noon		

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Administration Building, 168 West Alisal Street, Salinas	Multi	No	136,000	Five Day / Three Day Skip + Noon*	Five Day/Three Day Skip + Noon: Service is provided 5 x per week Monday-Friday to the entire building. All areas have their trash emptied 5 x per week. Service provided on Monday, Wednesday, and Friday includes the full cleaning of all areas of the building. On Tuesdays and Thursday's cleaning is only provided to the restrooms, breakrooms, break areas, main lobby entrances, common areas, and all trash cans throughout the building.	21,411.93
Behavioral Health Children's Services, 1870 N. Main St, Salinas	Single	No	9,745	Five Day		
DA, 142 West Alisal Street, Salinas (West Wing)	Multi	Yes	53,541	Five Day		
DA, Jo's Café, Law Library, Grand Jury, 142 W Alisal St (East Wing)	Multi	Yes (2nd floor E. Wing)	20,954	Five Day		
Facilities, 855 E. Laurel Dr, Bldg C, Salinas	Multi	No	7,320	Two Day		
Fleet Management, 855 E. Laurel Dr, Bldg A, Salinas	Multi	No	3,744	Two Day		
Fleet Management - Gas Pump Restroom	Multi	No	25	Two Day		
Health, 1270 Natividad Rd, Salinas	Single	No	47,600	Five Day + Noon		
Juvenile Hall, 1420 Natividad Road					FACILITY LOCATION CLOSED	
1410 Natividad Rd Salinas Ca 93906	Multi	Yes	10,000	Five Day		
OES, 1322 Natividad Rd, Salinas	Multi	No	7,250	Two Day		
855 E. Laurel Dr, Bldg. G, Salinas (Vacant)	Multi	No	7,320	Two Day		

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Probation - Silver Star Resource 855 E. Laurel Dr, Bldg H, Salinas	Single	Yes	7,320	Four Day		
Probation, Headquarters & Adult Services, 20 E Alisal, Salinas	Single	Yes	25,631	Five Day		
Probation, Juvenile Services - 1422 Natividad Rd, Salinas	Single	Yes	16,500	Five Day (non-detention staff areas)		
Probation- New Juvenile Hall - 1440 Natividad Rd, Salinas	Single	Yes	13,890	Three Day		
Probation- Youth Center, 970 Circle Drive, Salinas	Single	Yes	7,700	Five Day		
Public Safety, 1414 Natividad, Salinas	Single	Yes	70,000	Five Day		
Public Works/Bridge Crew, 855 E. Laurel Dr, Bldg E, Salinas	Multi	No	696	Two Day		
Public Works/Envir, 855 E. Laurel Dr, Bldg D, Salinas	Multi	No	1,728	Two Day		
Public Works - Grounds, 855 E. Laurel Dr, Bldg C, Salinas	Multi	No	500	Two Day		
Public Works/Mtry Road District, 855 E. Laurel Dr, Bldg E, Salinas	Multi	No	696	Two Day		
Public Works/Operations, 855 E. Laurel Dr, Bldg B, Salinas	Multi	No	1,500	Two Day		
Public Works/Sanitation, 855 E. Laurel Dr, Bldg F, Salinas	Multi	No	720	Two Day		
Public Works/Traffic, 855 E. Laurel Dr, Bldg F, Salinas	Multi	No	240	Two Day		
Radio Shop, 855 E. Laurel Dr, Bldg D, Salinas	Multi	No	700	Two Day		
Water Resources, 855 E. Laurel Dr, Bldg D, Salinas	Single	No	60	Two Day		

ZONE V (NORTH SALINAS/PRUNEDALE/AROMAS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Library, 17822 Moro Rd, Prunedale	Single	No	7,200	Five Day		
Library, 389-A Blohm Ave, Aromas	Single	No	690	Two Day		
Probation Rancho Cielo Gym and Modular, 710 Old Stage Rd, Salinas	Single	Yes	2,880	Three Day		
Behavioral Health, (Little Red House/Rancho Cielo), 710 Old Stage Rd, Salinas	Single	No	816	Two Day		
Probation Youth Ranch, 710 Old Stage Rd, Salinas (Silver Star)	Single	Yes	8,240	Five Day		

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ZONE VI (WEST SALINAS/ HWY 68)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Agricultural Services Center, 1428 & 1432 Abbott St, Salinas	Single	No	22,730	Five Day		
Animal Control, 160 Hitchcock Rd, Salinas	Single	No	12,992	Five Day		

ZONE VII (MARINA/SEASIDE)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
DSS, 1281 Broadway, Seaside	Single	No	11,000	Five Day		
Military Veterans Affairs Office- 2620 1st Ave, Marina	Multi	No	11,959	Two Day		
District IV Supervisor - 2620 1st Ave, Marina	Multi	No	1,341	Two Day		
Health, 299 12th St, Marina	Single	No	19,425	Five Day + noon		
1292 Olympia Ave, Seaside (Vacant)					This Facility has its own service	
Library, 188 &190 Seaside Ave, Marina	Single	No	11,000	Six Day		
Library, 550 Harcourt, Seaside	Single	No	10,000	Five Day		
Modular - 2620 1st Ave., Marina (Vacant)					Facility Location Closed	

ZONE VIII (MONTEREY/CARMEL)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Library, 65 W. Carmel Valley Rd, Carmel	Single	No	3,894	Five Day		
Monterey Courthouse (non-Court) 1200 Aguajito Rd, Monterey	Multi	No	45,812	Three Day		
Sheriff's Office, Monterey Courthouse Annex, 1200 Aguajito Rd, Monterey					Information stated in the above line item for this location	

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ZONE IX (CASTROVILLE/ PAJARO/ ROYAL OAKS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Agricultural Commissioner, 29B Bishop Road, Pajaro	Single	No	2,000	Five Day		
Library, 11160 Speegle St, Castroville	Multi	No	10,880	Two Day		
Library, Porter Vallejo Mansion, 29 Bishop St, Pajaro	Multi	No	1,919	Two Day	First floor only, second and third floors are closed.	
Porter Vallejo Mansion, 29 Bishop St, Pajaro					Information stated in the above line item for this location	
Sheriff's Field Office, 10680 Merritt St, Castroville	Single	No	1,000	One Day		
PW Yard, 1171 San Miguel Cyn Rd., Watsonville	Single	No	1,200	One Day		
2nd Dist Supervisor, 11140 Speegle St, Castroville	Multi	No	1,120	Two Day		
NO Total Monthly Flat Rate was provided by CONTRACTOR						

-- *End of Exhibit B*

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EXHIBIT C INCORPORATION OF RFP #10927 AND STATEMENT OF PROPOSAL DOCUMENTS

The County invited submittals for Request for Proposals (RFP) through RFP #10927, COUNTYWIDE CUSTODIAL MAINTENANCE SERVICES. Blanca Maldonado dba Maldonado Crew. submitted a responsive and responsible proposal to perform the services listed in RFP #10927.

RFP #10927 and the Proposal submitted by Blanca Maldonado dba Maldonado Crew are hereby incorporated into the Agreement by this reference.

-- End of Exhibit C—

Prepared by Tom Skinner, Acting Chief Contracts & Procurement Officer
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EXHIBIT D

CUSTODIAL SERVICE REQUEST FORM

Requesting Department: _____

Building Location

Address: _____

City, State & Zip: _____

Square Footage: _____

Custodial Contractor Name/Zone: _____

Type of Service (Pick one)
New, Add, Change, Cancel or
One Time Service Request. _____

Add Service (pick one):
1 Day, 2 Day, 3 Day, 4 Day, 5 Day _____

Change Service : _____

From (# of Days) _____

To(# of Days) _____

Change in Service Cost/Month: _____

One Time Request for Services Description: _____

Special Instruction/Notes: _____

Billing Information : (insert Account String) _____

Requesting Department Signature: _____

Date: _____

Contracts/Purchasing Signature: _____

Date: _____

-- End of Exhibit D—

Introduced: 4/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 4 to the non-standard Agreement (A-15254) with Governmentjobs.com, Inc. DBA NEOGOV to extend Human Resources solutions, Learn, Insight, Onboard, and GovernmentJobs through June 30, 2029, and adding $650,173 for a revised total agregrate Agreement amount not to exceed $1,646,420; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary for services with GovernmentJobs.com; and
d. Authorize the Chief Information Officer or his designee the option to execute two additional amendments and order forms allowing extension of the agreement up to two (2) additional one (1) year periods through June 30, 2031, provided that the total additional costs do not exceed 10% ($536,192) of the prior year's costs, for a total agreement not to exceed amount of $2,182,610 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute Amendment No. 4 to the non-standard Agreement (A-15254) with Governmentjobs.com, Inc. DBA NEOGOV to extend Human Resources solutions, Learn, Insight, Onboard, and GovernmentJobs through June 30, 2029, and adding $650,173 for a revised total agregrate Agreement amount not to exceed $1,646,420; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary for services with GovernmentJobs.com; and
d. Authorize the Chief Information Officer or his designee the option to execute two additional amendments and order forms allowing extension of the agreement up to two (2) additional one (1) year periods through June 30, 2031, provided that the total additional costs do not exceed 10% ($539,192) of the prior year's costs, for a total agreement not to exceed amount of $2,182,610 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

SUMMARY:
The County currently has subscriptions and licensing with NEOGOV for Learn, Insight, Onboard, and job posting subscriptions to governmentjobs.com. These systems are vital to supporting the County's Human Resources operations by providing essential tools for recruitment, onboarding, employee training, and compliance. Amendment No. 4 will allow the County to continue services through June 30, 2029 under this amendment.

DISCUSSION:
The County uses NEOGOV, an on-demand human resources software platform designed specifically for the public sector, to support recruitment, onboarding, and employee training processes.

The Insight, Onboard, and Learn modules are fully integrated with the County's Human Resource Management System, enabling seamless countywide functionality. Insight streamlines recruitment, Onboard supports efficient new-hire processing, and Learn provides employees with required mandatory training as well as optional professional development courses. This integrated system ensures consistent workflows, enhances operational efficiency, and supports compliance with the complex regulatory and training requirements unique to government agencies, making these tools essential to maintaining effective and timely HR operations across the County.

The approval of Amendment No. 4 allows for the continued use of NEOGOV.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel has reviewed this Amendment No. 4 as to form and cannot approve due to an addendum modifying the following: refund provisions, royalty and invention provisions, subcontracting provisions, automatic renewal provisions, warranty disclaimer, and County waiver of liability against the vendor and limitations on the type of and amount of damages available to the County. Auditor-Controller reviewed the contract but does not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective Requested Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. The costs of this agreement will be supported by planned Cost Plan credits received by the Information Technology Department.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
NEOGOV software supports the county's automated applicant tracking and employee onboarding, performance, and mandatory trainings which allow the County to maintain compliance with applicable laws and regulations.

____ 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
____ Administrative

Prepared by: Sandra Shaffer, Management Analyst III, 756957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Original Agreement & Amendments 1-3
Amendment No. 4
NeoGov Excel Worksheet

Introduced: 4/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 4 to the non-standard Agreement (A-15254) with Governmentjobs.com, Inc. DBA NEOGOV to extend Human Resources solutions, Learn, Insight, Onboard, and GovernmentJobs through June 30, 2029, and adding $650,173 for a revised total agregrate Agreement amount not to exceed $1,646,420; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary for services with GovernmentJobs.com; and
d. Authorize the Chief Information Officer or his designee the option to execute two additional amendments and order forms allowing extension of the agreement up to two (2) additional one (1) year periods through June 30, 2031, provided that the total additional costs do not exceed 10% ($536,192) of the prior year's costs, for a total agreement not to exceed amount of $2,182,610 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute Amendment No. 4 to the non-standard Agreement (A-15254) with Governmentjobs.com, Inc. DBA NEOGOV to extend Human Resources solutions, Learn, Insight, Onboard, and GovernmentJobs through June 30, 2029, and adding $650,173 for a revised total agregrate Agreement amount not to exceed $1,646,420; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary for services with GovernmentJobs.com; and
d. Authorize the Chief Information Officer or his designee the option to execute two additional amendments and order forms allowing extension of the agreement up to two (2) additional one (1) year periods through June 30, 2031, provided that the total additional costs do not exceed 10% ($539,192) of the prior year's costs, for a total agreement not to exceed amount of $2,182,610 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

SUMMARY:
The County currently has subscriptions and licensing with NEOGOV for Learn, Insight, Onboard, and job posting subscriptions to governmentjobs.com. These systems are vital to supporting the County's Human Resources operations by providing essential tools for recruitment, onboarding, employee

training, and compliance. Amendment No. 4 will allow the County to continue services through June 30, 2029 under this amendment.

DISCUSSION:
The County uses NEOGOV, an on-demand human resources software platform designed specifically for the public sector, to support recruitment, onboarding, and employee training processes.

The Insight, Onboard, and Learn modules are fully integrated with the County's Human Resource Management System, enabling seamless countywide functionality. Insight streamlines recruitment, Onboard supports efficient new-hire processing, and Learn provides employees with required mandatory training as well as optional professional development courses. This integrated system ensures consistent workflows, enhances operational efficiency, and supports compliance with the complex regulatory and training requirements unique to government agencies, making these tools essential to maintaining effective and timely HR operations across the County.

The approval of Amendment No. 4 allows for the continued use of NEOGOV.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
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FINANCING:
Required funds will be included in each respective Requested Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. The costs of this agreement will be supported by planned Cost Plan credits received by the Information Technology Department.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
NEOGOV software supports the county's automated applicant tracking and employee onboarding, performance, and mandatory trainings which allow the County to maintain compliance with applicable laws and regulations.

____ 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
____ Administrative

Prepared by: Sandra Shaffer, Management Analyst III, 756957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Original Agreement & Amendments 1-3
Amendment No. 4
NeoGov Excel Worksheet

Docusign Envelope ID: B73C1FAD-465B-43D6-86B9-8939CDBDD7F0

PowerDMS by NEOGOV

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

NEOGOV

THIS IS NOT AN INVOICE

Amendment No. 3

Contract Records		Order Details	
Account Number:	A-656206	**Order #:**	Q-359996
Customer:	Monterey, County of (CA)	**Valid Until:**	7/1/2025
Effective Employee Count:	4,038		
Sales Rep:	Salesforce Administrator		

Customer Contact			
Billing Contact:	Monterey, County of (CA) Idalia Ow	**Shipping Contact :**	Monterey, County of (CA) Kevin Tate
Billing Address:	240 Church Street Room 218 Salinas, CA 93901	**Shipping Address:**	240 Church Street Room 218 Salinas, CA 93901
Billing Contact Email:	owi@co.monterey.ca.us	**Shipping Contact Email:**	tatek@countyofmonterey.gov
Billing Phone:	(831) 755-5402	**Shipping Phone:**	8317555856

Payment Terms

Payment Term: Net 60
PO Number:

Notes:

Subscription Service

July 2025

Item	Type	Start Date	End Date	License Type	Total (USD)
Learn Subscription	Recurring	7/1/2025	6/30/2026	Employee Based	$84,074.74
Insight Subscription	Recurring	7/1/2025	6/30/2026	Employee Based	$42,549.26
Onboard Subscription	Recurring	7/1/2025	6/30/2026	Employee Based	$48,980.84
Governmentjobs.com Subscription	Recurring	7/1/2025	6/30/2026	Employee Based	$8,519.81
API	Recurring	7/1/2025	6/30/2026	Quantity Based	$3,010.40
Document Export - Subscription	Recurring	7/1/2025	6/30/2026	Employee Based	$0.00
				July 2025 TOTAL:	$187,135.05

This price does NOT include any sales tax. Total in USD

Additional Terms and Conditions

License Terms: Enterprise license denotes that Customer has purchased an enterprise wide license up to the employee count specified above. User based license denotes that Customer has purchased the number of licenses set forth in the quantity column. Item count denotes the number of items that Customer has licensed as set forth in the quantity column.

Payment Terms: All invoices issued hereunder are **due upon the invoice due date**. If the Order is for a period longer than one year, the fees for the first period shown shall be invoiced immediately and the fees for future years/periods shall be invoiced annually in advance of each 12 month period shown on the Order, but regardless of the billing cycle, Customer is responsible for the fees for the entire Order. The fees set forth in this Service Order are exclusive of all applicable taxes, levies, or duties imposed by taxing authorities and Customer shall be responsible for payment of any such applicable taxes, levies, or duties. All payment obligations are non-cancellable, and all fees paid are non-refundable. Payment for services ordered hereunder shall be made to Governmentjobs.com, Inc., (D/B/A NEOGOV).

t 800.749.5104
2120 Park Pl. Suite 100
El Segundo, CA 90245

Terms & Conditions: This Order Form creates a legally binding contract on the parties. Unless otherwise agreed in a written agreement between GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), parent company of PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, "**NEOGOV**") and Customer, this Order Form and the services to be furnished pursuant to this Order Form are subject to the terms and conditions set forth here: https://www.neogov.com/service-specifications. The Effective Date (as defined in the terms and conditions) shall be the Subscription Start Date.

Special Condition:

Your signature below constitutes acceptance of terms herein and contractual commitment to purchase the items listed above.

Accepted and Agreed By Authorized Representative of:
Monterey, County of (CA)

Signature:	DocuSigned by: Eric Chatham 747D862C7BD04AE...	Signed by: Samuel Beiderwell 31B2028C241644B...
Printed Name:	Eric Chatham	Samuel Beiderwell
Title:	Chief Information Officer	Deputy County Counsel
Date	4/2/2025 | 6:04 PM PDT	4/2/2025 | 3:52 PM PDT

THE INFORMATION AND PRICING CONTAINED IN THIS ORDER FORM IS STRICTLY CONFIDENTIAL.

Docusign Envelope ID: B73C1FAD-465B-43D6-86B9-8939CDBDD7F0

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 John M. Phillips to:

Agreement No: A-15254
a. Approve and authorize the Chief Information Officer of the Information Technology Department to execute a amendment no. 1 to the non-standard Agreement with Governmentjobs.com, Inc. DBA NEOGOV to extend Insight Enterprise (IN), Perform (PE), Onboard (ON), and Learn (LE) subscriptions and integration licenses for Learn Sharable Content Object Reference Model (SCORM), Onboard Documents Export Subscription, Application Programming Interface (API) and eSkill Pre-Employment services through June 30, 2025 for an amount not to exceed $605,212, for the term June 1, 2021 through June 30, 2024; and
b. Approve non-standard provisions as recommended by the Director of the Information Technology Department; and
c. Approve and authorize the Director of Information Technology to execute up to three (3) amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed the cost of the prior year plus 10%.

PASSED AND **ADOPTED** on this 25th day of May 2021, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 25, 2021.

REVISED Date: June 6, 2024
File ID: A 21-225
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

DocuSign Envelope ID: F945A16B-F381-4065-9A78-1390C35C9872

AMENDMENT No. 2 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & Governmentjobs.com, Inc. DBA NEOGOV

Amendment No. 2 is made to the non-standard AGREEMENT for Insight Enterprise (IN), Perform (PE), Onboard (ON), and Learn (LE) subscriptions and integration licenses for Learn Sharable Content Object Reference Model (SCORM), Onboard Documents Export Subscription, Application Programming Interface (API) and eSkill Pre-Employment, by and between Governmentjobs.com, Inc. DBA as NEOGOV, 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 on May 27, 2021 ("Agreement"), by which CONTRACTOR is to provide Insight Enterprise (IN), Perform (PE), Onboard (ON), and Learn (LE) subscriptions and integration licenses for Learn Sharable Content Object Reference Model (SCORM), Onboard Documents Export Subscription, Application Programming Interface (API) and eSkill Pre-Employment Services to County from the term for the term June 1, 2021 through June 30, 2024 in the amount not to exceed $605,212; and

WHEREAS, the County and CONTRACTOR agreed to amend (No. 1) the AGREEMENT to increase the not to exceed amount by $30,000 for a total contract in the amount of $635,212; and

WHEREAS, the County and CONTRACTOR wish to amend (No. 2) the AGREEMENT to extend the subscription services through June 30, 2025 and increase the not to exceed amount by $173,899 for a total contract in the amount of $809,111.

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

1. **Section 2.0, "PAYMENT PROVISIONS",** shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $635,212" and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $809,111**".**

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment No. 2 shall be attached to the original AGREEMENT dated May 27, 2021.

DocuSign Envelope ID: F945A16B-F381-4065-9A78-1390C35C9872

IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

~~Contracts/Purchasing Officer~~ Chief Information Officer

Dated: 4/12/2024 | 3:44 PM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E667875454AE...

Deputy Auditor/Controller

Dated: 4/12/2024 | 3:17 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Samuel Baiderwell
61542069561440E...

Deputy County Counsel

Dated: 4/12/2024 | 11:54 AM PDT

CONTRACTOR (See note below)

By: DocuSigned by:
C48A2B32DE9F457...

Signature of Chair, President, or Vice-President

Alex Chun

Printed Name and Title

Dated: 4/12/2024 | 6:57:26 AM PDT

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.

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

AMENDMENT No. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY& GOVERNMENTJOBS.COM, INC. DBA NEOGOV

THIS AMENDMENT is made to the STANDARD AGREEMENT for provision of Insight Enterprise, Perform, Onboard, Learn, Governmentjobs.com subscriptions, and LMS modules by and between Governmentjobs.com, Inc. dba NEOGOV**,** 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 this AGREEMENT originally for a term of June 1, 2021, through June 30, 2024, with a "not to exceed" total compensation of $605,212; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to maintain the term of the agreement and increase the total amount of the AGREEMENT by $30,000, in order to provide for additional services; and

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

1. **Section 2.0 PAYMENT PROVISIONS**, shall be amended to the following: is not to exceed the sum of $635,212."

2. **Section 4.0**, **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS,** shall be amended by removing "Exhibit A" and replacing it with "Exhibit A1 attached to this Amendment No. 1.

Except as provided herein all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated May 27, 2021.

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Eric A. Chatham, Chief Information Officer

Dated: 5/23/2022 | 9:21 AM PDT

Approved as to Fiscal Provisions:

DocuSigned by:
Bucu Mousa
811C333563B9474...

Deputy Auditor/Controller

Dated: 4/28/2022 | 2:05 PM PDT

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

DocuSigned by:
Katherine A. Hansen
16878463597F46B...

Katherine A. Hansen, Deputy County Counsel

Dated: 4/26/2022 | 11:46 AM PDT

CONTRACTOR

By: DocuSigned by:
Ana Alfaro
D0AB24005A74468...

Signature of (Chair, President, or Vice President)

Ana Alfaro

Printed Name

Dated: 4/26/2022 | 10:27 AM PDT

By: DocuSigned by:
Mike Burns
7EB833F9096341B...

Signature of (Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Mike Burns

Printed Name

Dated: 4/26/2022 | 10:48 AM PDT

*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.

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

EXHIBIT-A1

To Agreement by and between
Monterey County, through its Information Technology Department, hereinafter referred to as "COUNTY"
AND
Governmentjobs.com, Inc. DBA NEOGOV, 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:

CONTRACTOR shall provide to COUNTY continued online subscription licenses for Insight, Perform, Onboard, and Learn along with Learn SCORM Integration and eSkill pre-Employment Integration license, adding the additional Governmentjobs.com Subscription Annual Posting.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed $635,212.00 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:

Fee Summary		
Service Description	**Term**	**Term Fees**
Insight Enterprise Subscription (IN) (Prorate)	07/27/2021 – 06/30/2022	$32,553.44
Insight Enterprise Subscription (IN) (Year 2)	07/01/2022 – 06/30/2023	$36,749.63
Insight Enterprise Subscription (IN) (Year 3)	07/01/2023 – 06/30/2024	$38,587.11
Perform Subscription (PE) (Year 1) (50% discount)	07/01/2021 – 06/30/2022	$33,416.78
Perform Subscription (PE) (Year 2)	07/01/2022 – 06/30/2023	$70,175.23
Perform Subscription (PE) (Year 3)	07/01/2023 – 06/30/2024	$73,683.99
Onboard Subscription (ON) (Year 1) (50% discount)	07/01/2021 – 06/30/2022	$19,493.25
Onboard Subscription (ON) (Year 2)	07/01/2022 – 06/30/2023	$40,935.83
Onboard Subscription (ON) (Year 3)	07/01/2023 – 06/30/2024	$42,982.62
Learn Subscription (LE) (Year 1)	07/01/2021 – 06/30/2022	$63,300.00
Learn Subscription (LE) (Year 2)	07/01/2022 – 06/30/2023	$69,615.00
Learn Subscription (LE) (Year 3)	07/01/2023 – 06/30/2024	$73,095.75
Learn SCORM Integration (estimated)	04/01/2022 – 06/30/2024	$6,000.00
eSkill Pre-Employment Integration License	06/01/2021 – 06/30/2021	$123.29
eSkill Pre-Employment Integration License	07/01/2021 – 06/30/2022	$1,500.00
eSkill Pre-Employment Integration License	07/01/2022 – 06/30/2023	$1,500.00
eSkill Pre-Employment Integration License	07/01/2023 – 06/30/2024	$1,500.00

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

Governmentjobs.com Subscription Annual Posting (Prorate)	06/01/2022 – 06/30/2022	$620.30
Governmentjobs.com Subscription Annual Posting	07/01/2022 – 06/30/2023	$7,547.00
Governmentjobs.com Subscription Annual Posting	07/01/2023 – 06/30/2024	$7,547.00
Services as needed		$14,285.00

There shall be no travel reimbursement allowed during this Agreement.

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.

NOTE: All fees and costs stated herein shall include all applicable tax.

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.

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

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:
Governmentjobs.com, Inc. DBA NEOGOV ,
(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:

Insight Enterprise, Perform, Onboard, and Learn subscriptions and Learn Sharable Content Object Reference Model, Onboard Documents Export Subscription, Application Programming Interface, and eSkill Pre-Employment Integration Licenses

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:**$** 605,212.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from June 1, 2021 **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**.

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: Addendum

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

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

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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

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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.

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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.

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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:**
Paresh Patel, Applications Division Manager	John Closs, Controller
Name and Title	Name and Title
1590 Moffett Street Salinas, CA 93901	300 Continental Blvd., Suite 565 El Segundo, CA 90245
Address	Address
831-759-6930	310-426-6304
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.

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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.

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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	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Governmentjobs.com, Inc. DBA NEOGOV
Date:	Contractor's Business Name*
By: DocuSigned by: Eric Chatham 747D8E2B3D0A4... Department Head (if applicable)	By: DocuSigned by: Shane Evangelist 732B228A4DEB486... (Signature of Chair, President, or Vice-President) *
Date: 5/27/2021 | 3:24 PM PDT	Shane Evangelist CEO
By: _____ Board of Supervisors (if applicable)	Name and Title
Date:	Date: 5/13/2021 | 4:24 PM PDT
Approved as to Form[1]	
By: DocuSigned by: Katherine A Hansen 16878463597F46E... County Counsel	By: DocuSigned by: Stephen Koo 1DCF84C2184B40A... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *
Date: 5/27/2021 | 10:44 AM PDT	Stephen Koo CFO
Approved as to Fiscal Provisions[2]	Name and Title
By: DocuSigned by: Joey Nolasco F60C442ED05BA37... Auditor/Controller	Date: 5/13/2021 | 4:25 PM PDT
Date: 5/27/2021 | 11:13 AM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date:	

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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EXHIBIT-A

To Agreement by and between
Monterey County, through its Information Technology Department, hereinafter referred to as "COUNTY"
AND
Governmentjobs.com, Inc. DBA NEOGOV, 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:

CONTRACTOR shall provide to COUNTY an online subscription license for: Insight Enterprise, an applicant tracking system that automates the hiring process and meets compliance requirements; Perform, a performance management software that automates annual and probationary employee evaluations; Onboard, a self-service portal that streamlines new hire paperwork, processes, and training; and Learn, a learning management software that provides a centralized online training platform. CONTRACTOR shall also provide to COUNTY an online subscription license for Learn Sharable Content Object Reference Model (SCORM) Integration, Onboard Documents Export Subscription, Application Programming Interface, and eSkill Pre-Employment Integration to identify candidates with the right knowledge, experience, and thinking skills for available positions.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $605,212.00 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:

Fee Summary		
Service Description	**Term**	**Term Fees**
Insight Enterprise Subscription (IN) (Prorate)	07/27/2021 – 06/30/2022	$32,553.44
Insight Enterprise Subscription (IN) (Year 2)	07/01/2022 – 06/30/2023	$36,749.63
Insight Enterprise Subscription (IN) (Year 3)	07/01/2023 – 06/30/2024	$38,587.11
Perform Subscription (PE) (Year 1) (50% discount)	07/01/2021 – 06/30/2022	$33,416.78
Perform Subscription (PE) (Year 2)	07/01/2022 – 06/30/2023	$70,175.23
Perform Subscription (PE) (Year 3)	07/01/2023 – 06/30/2024	$73,683.99
Onboard Subscription (ON) (Year 1) (50% discount)	07/01/2021 – 06/30/2022	$19,493.25
Onboard Subscription (ON) (Year 2)	07/01/2022 – 06/30/2023	$40,935.83
Onboard Subscription (ON) (Year 3)	07/01/2023 – 06/30/2024	$42,982.62
Learn Subscription (LE) (Year 1)	07/01/2021 – 06/30/2022	$63,300.00
Learn Subscription (LE) (Year 2)	07/01/2022 – 06/30/2023	$69,615.00

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Learn Subscription (LE) (Year 3)	07/01/2023 – 06/30/2024	$73,095.75
Learn SCORM Integration (estimated)	04/01/2022 – 06/30/2024	$6,000.00
eSkill Pre-Employment Integration License	06/01/2021 – 06/30/2021	$123.29
eSkill Pre-Employment Integration License	07/01/2021 – 06/30/2022	$1,500.00
eSkill Pre-Employment Integration License	07/01/2022 – 06/30/2023	$1,500.00
eSkill Pre-Employment Integration License	07/01/2023 – 06/30/2024	$1,500.00

There shall be no travel reimbursement allowed during this Agreement.

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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Exhibit B to County of Monterey Standard Agreement with NeoGov

Addendum

The parties agree that the County of Monterey Standard Agreement between them shall be changed as follows:

Section 3.02 is changed to provide that County will not be entitled to a refund of previously paid license fees in the event it terminates for convenience.

Section 7.01 is changed to add that County will not be entitled to a refund of previously paid license fees in the event it terminates for convenience.

Section 10.05 is removed.

Section 15.06 is changed to remove the following provision: "None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County."

Section 15.18 is changed to add the following language:

Section 15.18.A Cloud License. "Cloud Services" means the proprietary Contractor web-based products and services that may be set forth on an Order and subsequently made available by Contractor, and associated offline components as described in the Service Specifications made available to County by Contractor in connection with the provision of Cloud Services. Subject to and conditioned on County's and its Authorized Users' compliance with the terms and conditions of this Agreement, Contractor hereby grants to County a limited, non-exclusive, non-transferable, and non-sublicensable license to (a) access and use, and to permit Authorized Users to access and use, the Cloud Services specified in the Order solely for County's internal purposes; (b) generate, print, copy, upload, download, store and otherwise process all County Data as may result from any access to or use of the Cloud Services; and (c) train Authorized Users in uses of the Cloud Services permitted hereunder. "Authorized Users" means (i) County employees, and (ii) County agents, contractors, consultants, and their respective employees, all of which are pre-approved by Contractor.

Section 15.18.B Delivery and License Term. Contractor delivers the Cloud Services by providing County with online access. When County accesses Contractor Cloud Services, it accepts it for use in accordance with this Agreement. Unless otherwise specified in an applicable Ordering Document, Cloud Service license(s) shall commence on June 1, 2021 and shall remain in effect through July 30, 2024, unless terminated earlier in accordance with this Agreement (the "Initial Term"). Thereafter, Cloud Service license(s) shall automatically renew for successive twelve (12) month terms (each a "Renewal Term" and together with the Initial Term, collectively, the "Term") unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party's intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. Contractor shall provide County access to the Cloud Services within 14 days following June 1, 2021 unless otherwise agreed.

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Section 15.18.C Content License. Should County purchase access to Cloud Services containing audio-visual content ("Licensed Content"), Contractor grants to County a non-exclusive, non-transferable, and non-sublicensable license, during the applicable Term, for Authorized Users to access and view the Licensed Content. County shall not permit the Licensed Content to be, or appear to be, reproduced, performed, displayed, or distributed on, as part of or in connection with any website or other online area other than the Contractor Cloud Service. County shall not edit, alter, modify, combine with other content, or create any derivative works of the Licensed Content.

Section 15.18.D Program Documentation. Program Documentation shall mean all user guides, training and implementation material, and Service descriptions provided by Contractor to County in connection with the Services provided under this Agreement. Contractor hereby grants to County a non-exclusive, non-sublicensable, non-transferable license to use the Program Documentation during the Term solely for County's internal business purposes in connection with its use of the Services provided under this Agreement.

Section 15.18.E Training Materials. Primary training of Contractor Services is conducted by self-review of online materials. Contractor's pre-built, online training, consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by County Personnel conducting day-to-day activities.

Section 15.18.F Implementation. For Services requiring implementation, Contractor implementation supplements the Training Materials and is conducted off-site, unless otherwise agreed in the Ordering Document. Contractor personnel will provide dedicated consultation on best practices for setting up the Services, answer County questions during the implementation period, and ensure Personnel grasp the system.

Section 15.18.G Modifications, Updates, and Upgrades. Contractor may in its sole discretion, periodically modify, Update, and Upgrade the features, components and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying Contractor software that Contractor makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon County's next login to the Services following an Update at no additional cost to County. "Upgrade" means any update of the Services or underlying Contractor software such as platform updates, and major product enhancements and/or new features that Contractor makes commercially available. Contractor shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. Contractor shall have no liability for, or any obligations to, investments in, or modifications to County's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.

Section 15.18.H Contractor Intellectual Property. Contractor shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by Contractor including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of Contractor and all proprietary rights embodied therein

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(collectively, the "Contractor Intellectual Property"). This Agreement does not convey or transfer title or ownership of the Contractor Intellectual Property to County or any of its users. All rights not expressly granted herein are reserved by Contractor. Other than recommendation use or as required by law, all use of Contractor Trademarks must be pre-approved by Contractor prior to use. Trademarks shall include any word, name, symbol, color, designation or device or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark or domain name, whether or not registered.

Section 15.18.I No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. Contractor DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. Contractor DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.

Section 15.18.J. Disclaimer of Actions Caused by and/or Under the Control of Third Parties. Contractor DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE Contractor SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER'S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH Contractor WILL USE COMMERCIALLY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, Contractor CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, Contractor DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Section 15.18.K Waiver. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY OR TO ANY OTHER PERSON OR ENTITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, CUSTOMER'S USE OR, OR INABILITY TO USE, THE SERVICES, UNDER ANY CIRCUMSTANCE, CAUSE OF ACTION OR THEORY OF LIABILITY, OR DUE TO ANY EVENT WHATSOEVER, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, LOSS OF USE, LOSS OF GOODWILL OR BUSINESS STOPPAGE, EVEN IF A PARTY KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES.

Section 15.18.L Limitation. WITHOUT LIMITATION OF THE ABOVE, EXCEPT FOR DAMAGES ARISING OUT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR

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ANY OTHER LIABILITY WHICH CANNOT BE LAWFULLY EXCLUDED OR LIMITED, THE TOTAL LIABILITY OF EITHER PARTY FOR ANY AND ALL CLAIMS AGAINST THE OTHER PARTY UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY Contractor FROM CUSTOMER DURING THE RELEVANT YEAR OF THIS AGREEMENT DURING WHICH THE CAUSE OF ACTION AROSE. THE FOREGOING LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL PAYMENTS FOR CLAIMS OR DAMAGES IN CONNECTION WITH THIS AGREEMENT BEING AGGREGATED TO DETERMINE SATISFACTION OF THE LIMIT. THE EXISTENCE OF ONE OR MORE CLAIMS WILL NOT ENLARGE THE LIMIT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS LIMITATION OF LIABILITY IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. EACH PARTY ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY REFLECTS AN INFORMED, VOLUNTARY ALLOCATION BETWEEN THE PARTIES OF THE RISKS (KNOWN AND UNKNOWN) THAT MAY EXIST IN CONNECTION WITH THIS AGREEMENT AND HAS BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.

DocuSign Envelope ID: 671F3231-219A-43C4-AFE4-548EED92E56A

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 John M. Phillips to:

Agreement No.: A-15811; Amendment No. 1
a. Approve and authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement with Governmentjobs.com, Inc. DBA NEOGOV to purchase GovernmentJobs.com Annual Posting Subscription, extending the agreement for an additional three (3) years to June 30, 2024, and adding $30,000 for a total agreement amount of $635,212; and
b. Approve non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms and such documents as are necessary to implement the Amendment No. 1 with GovernmentJobs.com; and
d. Approve and authorize the Chief Information Officer of Information Technology Department to execute up to three (3) amendments to this Agreement, extending the term by one (1) year each, subject to County Counsel approval, provided the terms of the Agreement remain substantially the same and provided the additional costs per year do not exceed ten percent (10%) of the cost of the prior year.

PASSED AND ADOPTED on this 17th day of May 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew and Adams
NOES: None
ABSENT: None
(Government Code 54953)

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 17, 2022.

Dated: May 20, 2022
File ID: A 22-205
Agenda Item No.: 37

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

Julian Lorenzana, Deputy

AMENDMENT No. 4 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND BETWEEN COUNTY OF MONTEREY, THROUGH ITS INFORMATION TECHNOLOGY DEPARTMENT & Governmentjobs.com, Inc. DBA NEOGOV

Amendment No. 4 is made to the non-standard AGREEMENT for Insight Enterprise (IN), Perform (PE), Onboard (ON), and Learn (LE) subscriptions and integration licenses for Learn Sharable Content Object Reference Model (SCORM), Onboard Documents Export Subscription, Application Programming Interface (API) and eSkill Pre-Employment, by and between Governmentjobs.com, Inc. DBA as NEOGOV, 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 on May 27, 2021 ("Agreement"), by which CONTRACTOR is to provide Insight Enterprise (IN), Perform (PE), Onboard (ON), and Learn (LE) subscriptions and integration licenses for Learn Sharable Content Object Reference Model (SCORM), Onboard Documents Export Subscription, Application Programming Interface (API) and eSkill Pre-Employment Services to County from the term for the term June 1, 2021 through June 30, 2024 in the amount not to exceed $605,212; and

WHEREAS, the County and CONTRACTOR agreed to amend (No. 1) the AGREEMENT to increase the not to exceed amount by $30,000 for a total contract in the amount of $635,212; and

WHEREAS, the County and CONTRACTOR agreed to amend (No. 2) the AGREEMENT to extend the subscription services through June 30, 2025 and increase the not to exceed amount by $173,899 for a total contract in the amount of $839,111.

WHEREAS, the County and CONTRACTOR agreed to amend (No. 3) the AGREEMENT to extend the subscription services through June 30, 2026 and increase the not to exceed amount by $ 187,136 for a total contract in the amount of $996,247.

WHEREAS, the County and CONTRACTOR wish to amend (No. 4) the AGREEMENT to extend the subscription services through June 30, 2029 and increase the not to exceed amount by $650,173 for a total contract in the amount of $1,646,420.

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

1. **Section 2.0, "PAYMENT PROVISIONS",** shall be amended by removing "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $996,247" and replacing it with "The total amount payable by County to CONTRACTOR under this Agreement is not to exceed the sum of $1,646,420**".**

2. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the AGREEMENT.

3. A copy of this Amendment No. 4 shall be attached to the original AGREEMENT dated May 27, 2021.

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 (See note below)

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.

NEOGOV

	Agreement Term Dates		Breakdown by Service									Agreement Totals		
Description	Start Date	End Date	Insight	API	Perform	Onboard	Learn	SCORM	eSkill	Gov't Jobs	Xtra as Needed	Annual	Agrmt Total	Grand Total
Original Agreement	06/01/21	06/30/21	0.00	0.00	0.00	0.00	0.00	0.00	123.29	0.00	0.00	123.29		
	07/27/21	06/30/22	32,553.44	0.00	33,416.78	19,493.25	63,300.00	0.00	1,500.00	0.00	0.00	150,263.47		
	07/01/22	06/30/23	36,749.63	0.00	70,175.23	40,935.83	69,615.00	0.00	1,500.00	0.00	0.00	218,975.69		
	07/01/23	06/30/24	38,587.11	0.00	73,683.99	42,982.62	73,095.75	0.00	1,500.00	0.00	0.00	229,849.47		
	04/01/22	06/30/24	0.00	0.00	0.00	0.00	0.00	6,000.00	0.00	0.00	0.00	6,000.00	**605,212**	**605,212**
Amendment #1	06/01/22	06/30/22	0.00	0.00	0.00	0.00	0.00	0.00	0.00	620.30	0.00	620.30		
	07/01/22	06/30/23	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,547.00	0.00	7,547.00		
	07/01/23	06/30/24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	7,547.00	0.00	7,547.00		
		06/30/24	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	14,285.00	14,285.00	**29,999**	**635,211**
Amendment #2	07/01/24	06/30/25	39,397.46	2,840.00	0.00	45,776.49	77,846.98	0.00	0.00	8,037.56	0.00	173,898.49	**173,898**	**809,110**
Amendment #3	07/01/25	06/30/26	42,549.26	3,010.40	0.00	48,980.84	84,074.74	0.00	0.00	8,519.81	0.00	187,135.05	**187,135**	**996,245**
Amendment #4	07/01/26	06/30/27	45,953.20	3,206.08	0.00	52,654.40	90,800.72	0.00	0.00	9,073.60	0.00	201,688.00		
	07/01/27	06/30/28	49,399.69	3,398.44	0.00	56,340.21	97,610.77	0.00	0.00	9,618.02	0.00	216,367.13		
	07/01/28	06/30/29	53,104.67	3,602.35	0.00	60,284.02	104,931.58	0.00	0.00	10,195.10	0.00	232,117.72	**650,173**	**1,646,418**
			338,294.46	**16,057.27**	**177,276.00**	**367,447.66**	**661,275.54**	**6,000.00**	**4,623.29**	**61,158.39**	**14,285.00**	**1,646,417.61**		
Amend #4, d, Ext #1	07/01/29	06/30/30									**Potential 10% incr prior yr**		**255,329**	**1,901,747**
Amend #4, d, Ext #2	07/01/30	06/30/31									**Potential 10% incr prior yr**		**280,862**	**2,182,610**

C:\Users\ufc-prod\AppData\Local\Temp\BCL Technologies\easyPDF 8\@BCL@44183488\@BCL@44183488@BCL@44183488Thru Amend #4

Introduced: 4/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement (A-15325) with Pluralsight LLC to extend Skills Business Professional license subscriptions, through June 16, 2029, and adding $79,100 for a revised total aggregate Agreement amount not to exceed $164,237; and
b.Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms, yearly renewals and such documents as are necessary for services with Pluralsight LLC; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through June 16, 2031, and sign associated order forms, provided that the total additional costs do not exceed 10% ($45,680) of the prior year's costs, for a total agreement not to exceed amount of $209,917 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement (A-15325) with Pluralsight LLC to extend Skills Business Professional license subscriptions, through June 16, 2029, and adding $79,100, for a revised total aggregate Agreement amount not to exceed $164,237; and
b.Authorize non-standard provisions as recommended by the Chief Information Officer; and
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SUMMARY:
Pluralsight's subscription platform, Skills Business Professional, is an online learning portal that provides a variety of information technology courses. The proposed amendment will allow the Information Technology Department (ITD) to continue services.

DISCUSSION:
Pluralsight is online training platform that allows employees to measure and build their

information technology (IT) skills. The platform provides unlimited access to a library of skill assessments, video courses, interactive courses, cloud labs, and hands-on projects to help employees build and enhance their skills in the technologies that the County utilizes. The platform is authored by subject matter experts in fields such as cloud, security, information technology operations, and data and mobile. It allows employees to visually see what types of skills they need to succeed as well as where there may be skill gaps and what they need to work on to master their technology roles.

The approval of this amendment allows for the continued use of Pluralsight through June 16, 2031.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel cannot approve the agreement due to the following non-standard provisions: non-standard indemnity provisions; warranty limitations and "as-is" acceptance of product; and limits on amount of and types of liability to the County. Auditor-Controller reviewed the Amendment but does not agree to the non-standard payment provisions.

FINANCING:
The funds for payment of the costs of this Agreement have been included in the FY 2026-2027 Requested Budget for the Information Technology, ITD 1930, Appropriations Unit INF002. All future costs will be included in the submitted budget for each of the respective fiscal years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Pluralsight supports skill building modules for Information Technology employees to help evolve their technology skills.

____ 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
____ Administrative

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Original Agreement
Pluralsight LLC Quote
Pluralsight Excel Workbook

Introduced: 4/7/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement (A-15325) with Pluralsight LLC to extend Skills Business Professional license subscriptions, through June 16, 2029, and adding $79,100 for a revised total aggregate Agreement amount not to exceed $164,237; and
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d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through June 16, 2031, and sign associated order forms, provided that the total additional costs do not exceed 10% ($45,680) of the prior year's costs, for a total agreement not to exceed amount of $209,917 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Chief Information Officer to execute Amendment No. 1 to the non-standard Agreement (A-15325) with Pluralsight LLC to extend Skills Business Professional license subscriptions, through June 16, 2029, and adding $79,100, for a revised total aggregate Agreement amount not to exceed $164,237; and
b.Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute order forms, yearly renewals and such documents as are necessary for services with Pluralsight LLC; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through June 16, 2031, and sign associated order forms, provided that the total additional costs do not exceed 10% ($45,680)of the prior year's costs, for a total agreement not to exceed amount of $209,917 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

SUMMARY:
Pluralsight's subscription platform, Skills Business Professional, is an online learning portal that provides a variety of information technology courses. The proposed amendment will allow the Information Technology Department (ITD) to continue services.

DISCUSSION:
Pluralsight is online training platform that allows employees to measure and build their information technology (IT) skills. The platform provides unlimited access to a library of skill assessments, video courses, interactive courses, cloud labs, and hands-on projects to help employees build and enhance their skills in the technologies that the County utilizes. The platform is authored by subject matter experts in fields such as cloud, security, information technology operations, and data and mobile. It allows employees to visually see what types of skills they need to succeed as well as where there may be skill gaps and what they need to work on to master their technology roles.

The approval of this amendment allows for the continued use of Pluralsight through June 16, 2031.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel cannot approve the agreement due to the following non-standard provisions: non-standard indemnity provisions; warranty limitations and "as-is" acceptance of product; and limits on amount of and types of liability to the County. Auditor-Controller reviewed the Amendment but does not agree to the non-standard payment provisions.

FINANCING:
The funds for payment of the costs of this Agreement have been included in the FY 2026-2027 Requested Budget for the Information Technology, ITD 1930, Appropriations Unit INF002. All future costs will be included in the submitted budget for each of the respective fiscal years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Pluralsight supports skill building modules for Information Technology employees to help evolve their technology skills.

____ 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
____ Administrative

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Original Agreement
Pluralsight LLC Quote
Pluralsight Excel Workbook

AMENDMENT No. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & PLURALSIGHT LLC

THIS AMENDMENT No. 1 is made to the non-standard AGREEMENT entered into effective June 16, 2021 (the "AGREEMENT"), by and between PluralSight LLC (Contractor), and the County of Monterey, a political subdivision of the State of California (County).

WHEREAS, the County and Contractor entered into the AGREEMENT originally for a term of June 16, 2021, through June 16, 2025, with a "not to exceed" total compensation of $85,137; and

WHEREAS, the County and Contractor wish to amend the AGREEMENT to extend the term through June 16, 2029, and increase the total amount payable under the AGREEMENT by $79,100 to continue to purchase Skills Business Professional license subscriptions for a total contract not to exceed $164,237; and

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

1. **Payment**, shall be amended to the following: "not to exceed compensation of $164,237."

2. **Term,** shall be amended by adding effective June16, 2021 through June 16, 2029.

Except as provided herein all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated June 16, 2021.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

Chief Information Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

CONTRACTOR

By:
Signature of President/Vice President

Printed Name

Dated:

By:
Signature of Secretary/CFO

Printed Name

Risk Management

Dated:

Dated:

Approved as to Form:

Deputy County Counsel

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.

PLURALSIGHT

SALES ORDER

Quote : Q-598101
Expires : 6/30/2026
Prepared By : Harmony Horner

Sold To	**Bill To**
County of Monterey	Veronica Serrano
1590 Moffett Street	1590 Moffett Street
Salinas, California 93905	Salinas, California 93905
United States	United States

Year 1

Product Name	Service Period	Quantity	List Price	Net Price	Total Price
Enterprise	6/17/26 - 6/16/27	35	USD 565.00	USD 565.00	USD 19,775.00
				Year 1 TOTAL:	USD 19,775.00

Year 2

Product Name	Service Period	Quantity	List Price	Net Price	Total Price
Enterprise	6/17/27 - 6/16/28	35	USD 565.00	USD 565.00	USD 19,775.00
				Year 2 TOTAL:	USD 19,775.00

Year 3

Product Name	Service Period	Quantity	List Price	Net Price	Total Price
Enterprise	6/17/28 - 6/16/29	35	USD 565.00	USD 565.00	USD 19,775.00
				Year 3 TOTAL:	USD 19,775.00

Grand Total : USD 59,325.00

The Total Price set forth above is exclusive of applicable taxes. Pluralsight will include a separate charge for applicable taxes on the invoice issued to Customer.

All dates reflected on this Sales Order are in USA format: MM/DD/YYYY

This Sales Order is valid and binding on the parties when executed by both parties, and is subject to the additional terms referenced in Addendum A, attached below.

The parties' authorized signatories have executed this Sales Order effective as of Customer's date of signature below.

Customer Signature:		**Pluralsight Signature:**	
Name:		**Name:**	Jon Diaz
Title:		**Title:**	Assistant General Counsel, Contracts
Date:		**Date:**	3/11/2026

Invoicing Terms

Payment Terms:	Net 30
Billing Frequency:	Annual
Purchase Order Required:	
Purchase Order #:	
Billed via Customer Portal:	
Invoice Delivery Email:	serranov@co.monterey.ca.us

Initial here to confirm invoicing terms: _____

Addendum A

Product Descriptions

The Enterprise package includes access to the Core Tech course library and all our domain-focused learning content, which includes the powerful cloud content and hands-on experiences from A Cloud Guru. The package includes video courses and hands-on learning labs across software development, IT ops, business and product management, cloud, security, AI and data.

The package also includes hands-on labs, paths, channels, course discussions, exercise files, mobile and TV apps, offline viewing, course completion certificates, learning checks, certification upload, Skill IQ, Role IQ, certification practice exams, cloud servers, instant terminal, cloud sandboxes, AI sandboxes, custom cloud sandboxes, customer support, license management, team management, role customization, priorities, advanced role analytics, advanced skills analytics, advanced channel analytics, trend analytics, and usage analytics.

Terms & Conditions

This Sales Order is governed by the Pluralsight Terms of Use located at https://www.pluralsight.com/terms, unless Pluralsight and Customer have entered into, or subsequently enter into, a separate Master Services Agreement (MSA) or other master agreement, in which case such separate agreement will govern and entirely supersede the Terms of Use. Pluralsight objects to and rejects all additions, exceptions, or changes to the Terms of Use (or separate master agreement, if applicable), whether contained in any purchase order, RFP, RFQ, or other form received from Customer or elsewhere. The inclusion of a purchase order, RFP, RFQ, or other Customer number on this Sales Order or a Pluralsight invoice is for reference purposes only and is not an acceptance by Pluralsight of any terms or conditions contained therein or elsewhere. Fees paid or payable under this Sales Order are non-refundable and non-cancelable. The Customer's authorized signatory has executed this Sales Order as of the date listed above.

Special Terms

No Automatic Renewal. Not withstanding anything to the contrary in the underlying Agreement, the parties agree that the subscriptions granted here under will not be automatically renewed, but will expire upon the completion of the Service Period set forth above.

PLURALSIGHT

Start Date	End Date	Annual	Agrmt Total	Grand Total
06/17/21	06/16/22	19,500		
06/17/22	06/16/23	20,475		
06/17/23	06/16/24	22,581		
06/17/24	06/16/25	22,581	**85,137**	**85,137**
06/17/25	06/16/26	19,775		
06/17/26	06/16/27	19,775		
06/17/27	06/16/28	19,775		
06/17/28	06/16/29	19,775	**79,100**	**164,237**
06/17/29	06/16/30	21,753		
06/17/30	06/16/31	23,928	**45,680**	**209,917**

Introduced: 4/8/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 3 to the non-standard Agreement (A-16082) with Digital Scepter Corporation to extend Palo Alto licensing and hardware; installation and deployment; maintenance; updates and upgrades; related products and services through May 31, 2031, and add $500,000 for a revised total aggregate Agreement amount not to exceed $2,050,000; and
b. Authorize non-standard provisions as recommended by the Chief Information Officer; and
c. Authorize the Chief Information Officer, or his designee, to execute renewals, order forms, and such documents as are necessary for services with Digital Scepter Corporation; and
d. Authorize the Chief Information Officer or his designee the option to extend the agreement up to two (2) additional one (1) year periods through May 31, 2033, and sign associated order forms with a maximum total increase of $200,000 for a total agreement not to exceed amount of $2,250,000 and as long as the order forms do not significantly alter the terms of the Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the Chief Information Officer to execute Amendment No. 3 to the non-standard Agreement (A-16082) with Digital Scepter Corporation to extend Palo Alto licensing and hardware; installation and deployment; maintenance; updates and upgrades; related products and services through May 31, 2031, and add $500,000 for a revised total aggregate Agreement amount not to exceed $2,050,000; and

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SUMMARY:
Digital Scepter Corporation (Digital Scepter) is an existing County data security vendor providing network security services. Approval of this amendment will allow the County to continue service for an additional five years.

DISCUSSION:
The Information Technology Department (ITD) standardizes the County's network firewall on

state-of-the-art security products made by Palo Alto Networks, Inc. (Palo Alto Networks). Digital Scepter specializes specifically in Palo Alto Networks security systems and was highly recommended by the manufacturer to assist in product maintenance and support. Due to the sensitivity of protecting County data, ITD requested sole source approval to utilize services with Digital Scepter in 2018 and renewed sole source approval in October 2022, and March 2026.

ITD worked together with Digital Scepter to complete complex modifications to County systems that significantly enhance the County's network security. In performing these services, Digital Scepter gained current, working knowledge of the County's network infrastructure and security operations.

The proposed amendment supports the continuation of procurement of Palo Alto licensing and hardware, maintenance of Palo Alto Networks and related equipment, Palo Alto Network updates and upgrades in addition to Palo Alto related products and services including security architecture design, security operations management, as well as consulting and project support, training, and after-hours support.

The Chief Information Officer recommends approval of this continued support due to Digital Scepter's intimate knowledge and understanding of the County's data network security, necessary to protect County data.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
Contracts/Purchasing approved the proposed agreement with Digital Scepter as a sole source agreement (2018, 2022, and 2026). County Counsel approves the agreement as to form, while noting the following non-standard provisions: non-standard termination provisions; mutual indemnification; limitations on vendor's liability to County to the amount of vendor's insurance; and non-standard records return provisions. Auditor-Controller reviewed the Amendment but does not agree to the non-standard payment provisions.

FINANCING:
Required funds will be included in each respective Requested Budget for the Information Technology Department, ITD 1930, Appropriations Unit INF002. Funds relating to agreement costs in future fiscal years will be included in each respective Recommended Budget based upon anticipated utilization of Digital Scepter services.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The products and services provided pursuant to this agreement will allow ITD to continue to provide the County with a secure, and user-friendly data network, protecting individual County department data over a wide area network.

____ 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

____ Administrative

Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Digital Scepter Corporation Agreement
Digital Scepter Amendment 1-2
Digital Scepter Amendment 3

Introduced: 4/8/2026

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 3 to the non-standard Agreement (A-16082) with Digital Scepter Corporation to extend Palo Alto licensing and hardware; installation and deployment; maintenance; updates and upgrades; related products and services through May 31, 2031, and add $500,000 for a revised total aggregate Agreement amount not to exceed $2,050,000; and
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Prepared by: Sandra Shaffer, Management Analyst III, 759-6957

Approved by: Eric A. Chatham, Chief Information Officer, 759-6920

Attachments:
Digital Scepter Corporation Agreement
Digital Scepter Amendment 1-2
Digital Scepter Amendment 3

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COUNTY OF MONTEREY STANDARD AGREEMENT
(MORE THAN $100,000)

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Digital Scepter Corporation ,
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION.

1.01 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 Palo Alto licensing and hardware, installation of Palo Alto Networks and related equipment and 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 **$** 1,500,000 **.**

3.0 TERM OF AGREEMENT.

3.01 The term of this Agreement is from June 1, 2022 **to** May 30, 2025, 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.

4.01 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 Non-Disclosure Agreement
Addendum No. 1

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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.

8.01 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.)

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 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.)

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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.

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 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 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.

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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 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.

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,

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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.

12.01 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.

13.01 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.

14.0 NOTICES.

14.01 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:**
Robert Masten, IT Manager	Jon Robinson
Name and Title	Name and Title
Information Technology Department 1590 Moffett Street Salinas, CA 93905	Digital Scepter Corporation 18100 Von Karman Avenue, Suite 850 Irvine, CA 92612
Address	Address
(831)759-6918	(951) 461-7868
Phone	Phone

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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.

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.

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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.

----------*This section left blank intentionally*----------

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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	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Digital Scepter Corporation Contractor's Business Name*
Date: _____ DocuSigned by: Alex Zheng 70805D7A683445A...	By: DocuSigned by: Jon Robinson CFE96849D1D6413...
By: _____ Department Head (if applicable)	(Signature of Chair, President, or Vice-President)*
Date: 11/15/2022 | 10:47 AM PST	Jon Robinson, President Name and Title
By: _____ Board of Supervisors (if applicable)	Date: 10/27/2022 | 11:12 AM PDT
Date: _____	
Approved as to Form[1] DocuSigned by: Samuel Briderwell 61542069561440E...	By: DocuSigned by: Jaymee Robinson 521A4892C58D402...
By: _____ County Counsel	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Date: 10/27/2022 | 12:56 PM PDT	Jaymee Robinson, CFO Name and Title
Approved as to Fiscal Provisions[2] DocuSigned by: Jennifer Forsyth 4E7E657875454AE...	Date: 10/27/2022 | 12:12 PM PDT
By: _____ Auditor/Controller	
Date: 10/27/2022 | 5:06 PM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: _____, approved on (date): _____

*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.

[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

To Agreement by and between
County of Monterey, on behalf of its Information Technology Department, hereinafter referred to as "County"
AND
Digital Scepter Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

I. Description of all services to be rendered by CONTRACTOR:

CONTRACTOR shall provide COUNTY with Palo Alto licensing and hardware, installation of Palo Alto Networks and related equipment, maintenance of Palo Alto Networks and related equipment, Palo Alto Network updates and upgrades, Palo Alto related products and services such as Falco Audits, security related products such as Plixir, network engineering and design, security architecture design, security operations management, consulting and project support, training, and after-hours support. as necessary for enhanced County network systems security.

II. CONTRACTOR Obligations:

A. Procurement of Palo Alto Networks software licensing and hardware: County Information Technology Department (County ITD) has implemented multiple Palo Alto firewalls within the County's data network. Each firewall has specific security features sets that are supported through Palo Alto Networks licenses. Through this Agreement, CONTRACTOR will enable County ITD to continue to purchase these firewall security feature sets and to purchase such additional software and hardware as is needed to support and provide for the security of the County's data network. County reserves the right to purchase additional Palo Alto Networks equipment, tools, and licenses, as they are developed and made available by Palo Alto Networks, and as they are deemed suitable to achieving the County's business purposes, to be determined in County's sole discretion.

Upon execution of this Agreement, County will provide CONTRACTOR confirm the list of its existing licenses for Palo Alto Networks products, including expiration dates. CONTRACTOR shall procure and manage future renewals of County's existing Palo Alto Networks product licenses so that all licenses expire and are due for renewal at the same time. CONTRACTOR shall procure and manage licenses for such additional Palo Alto Networks products as County purchases in the future so that they expire and are due for renewal at the same time as the renewal dates for existing licenses owned by County. CONTRACTOR shall provide County written notice of the expiration of Palo Alto Networks licenses, and whether such licenses must or should be renewed at least sixty (60) days prior to expiration. If the CONTRACTOR

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fails to renew a license, with the result that County services are affected, CONTRACTOR will procure the expired license in question, on County's behalf, at its own expense and at no cost to County.

B. Installation of Palo Alto Networks software, hardware, and related equipment and services: CONTRACTOR will assist the County with the installation, configuration and setup of such Palo Alto hardware, software, and related equipment and services that County may purchase pursuant to this Agreement. Upon receiving a request from the County, CONTRACTOR will provide to County a high-level design, low level design and Method of Procedure for the implementation of County's installation, configuration and set up of Palo Alto Networks new hardware, software, and related equipment and services. CONTRACTOR will also provide to County a cost estimate, to be approved by County in writing before work commences.

C. Maintenance of Palo Alto Networks and related equipment and services: Upon the COUNTY'S request, CONTRACTOR will assist the COUNTY with hardware maintenance as needed to ensure firewalls are performing adequately. CONTRACTOR'S obligation to assist County with hardware maintenance applies fully to such additional Palo Alto Networks hardware and related equipment and services as County may purchase pursuant to this Agreement. Before commencing work on a particular hardware maintenance task, CONTRACTOR will provide a scope of work and cost estimate to be approved by County in writing before work commences.

D. Palo Alto Network Operating System (Pan-OS) and Palo Alto Networks Panorama updates and upgrades: CONTRACTOR will assist COUNTY with the implementation and configuration of Pan-OS and Panorama updates and upgrades on the County's Palo Alto firewalls and Palo Alto Panorama Controller as these updates and upgrades become available from Palo Alto Networks. CONTRACTOR will notify COUNTY of available upgrades and/or updates. CONTRACTOR will ensure that Palo Alto Networks upgrades and/or updates are ready for implementation on the County network. Upon request the CONTRACTOR will work with COUNTY to test updates or upgrades in the COUNTY ITD laboratory before implementing Palo Alto Networks upgrades and/or updates to production. If upgrades or updates fail, CONTRACTOR will continue to work with COUNTY until upgrades or updates are successfully implemented on the County network. CONTRACTOR'S obligation to assist County with updates and upgrades applies fully to such additional Palo Alto Networks hardware and related equipment as County may purchase pursuant to this Agreement.

E. Network engineering and design: Upon County request, CONTRACTOR shall demonstrate newly developed or additional Palo Alto Networks security features, tools, and licenses and shall explain to County personnel their benefits, detractions, and other issues as they relate to the County's network. Upon the request of the COUNTY, CONTRACTOR will assist in engineering and design of new Palo Alto

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Network firewall products, feature sets, security applications, and security protocols and Palo Networks related equipment, software, and services. CONTRACTOR will attend meetings, either onsite or remotely, as determined by County. For each adoption of new Palo Alto Networks firewall products, feature sets, security applications, security protocols, and Palo Alto Networks related equipment, software, and services CONTRACTOR will provide County with a detailed scope of work and cost estimate, to be approved by County in writing before work commences. Through each phase of implementation, CONTRACTOR will provide County with a high-level design, low-level design, and Method of Procedure.

F. Security architecture design: Upon the request of the COUNTY, CONTRACTOR will assist the COUNTY in designing security architecture that is compliant with industry best practices and procedures, and the compliance and security needs of the COUNTY. CONTRACTOR will provide support onsite or remotely, in County's discretion. COUNTY will provide CONTRACTOR with a high-level scope of work describing the assistance it requests from CONTRACTOR. CONTRACTOR will provide County with a high-level design, low level design, Method of Procedure, and cost estimate as it relates to provision of the requested security architecture design. CONTRACTOR's cost estimate will be approved by County in writing before work commences.

G. Security operations management: Upon the request of the COUNTY, CONTRACTOR will assist County with Palo Alto Networks firewall and Panorama administration, firewall and Panorama modifications, firewall and Panorama updates, and Palo Alto Networks related equipment and services. COUNTY will provide CONTRACTOR with a high-level scope of work describing the assistance it requests. CONTRACTOR will provide a detailed scope of work and cost estimate to be approved by COUNTY in writing before work commences. CONTRACTOR's obligation to assist County with security operations management applies fully to such additional Palo Alto Networks products as County may purchase pursuant to this Agreement.

H. Consulting and Project Support: Upon the request of the COUNTY, CONTRACTOR will provide subject matter expertise and technical oversite to the COUNTY on projects that are related to Palo Alto Networks firewalls, services, applications, and Palo Alto Networks related equipment and services. COUNTY will provide CONTRACTOR with a high-level scope of work describing the assistance it requests. CONTRACTOR will support COUNTY onsite or remotely, as determined by County. CONTRACTOR will provide County with a high-level design, low level design, Method of Procedure, and cost estimate to complete the requested assistance, to be approved by County in writing before work commences.

I. County staff training: Upon County's request, CONTRACTOR will provide training to COUNTY staff on County-owned Palo Alto firewall, Panorama, and related

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equipment hardware, applications, feature sets. The County reserves the right to request training on new products, features sets and applications as they are made available by Palo Alto Networks or related to Palo Alto Networks equipment and services and are deemed suitable to achieving the County's business purposes, to be determined in the County's sole discretion. Training may be conducted onsite or remotely, as determined by County. CONTRACTOR will provide a cost estimate for conducting training for County's approval, in writing, before training commences. CONTRACTOR will produce training materials, videos, slides, and similar training aides, as needed. County reserves the right to keep a copy of training materials produced by CONTRACTOR for its records and future reference. County reserves the right to invite outside agencies to participate in trainings provided by CONTRACTOR.

J. After-hours support: CONTRACTOR will provide after-hours support as needed to support County staff, products, and applications as they relate to the County's data network security and Palo Alto Networks firewalls, Palo Alto Panorama, and Palo Alto related products and services. After-hours support is defined as support provided between the hours 5:00 p.m. and 8:00 a.m. Pacific Standard Time, Monday through Friday, support provided on Saturdays and Sundays, and support provided on nationally recognized holidays. Scheduled after-hours support requires CONTRACTOR to provide to County a cost estimate for County's approval, in writing, before work commences. No prior written County approval is required for up to five (5) hours of emergency after-hours support; in the event of such emergencies, CONTRACTOR shall exert best efforts to obtain verbal authorization from County. Emergency after-hours support that exceeds five (5) hours requires verbal or written approval from a County ITD Manager before work continues.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

Invoicing and Hourly Rates:

CONTRACTOR shall invoice the services specified in Part II, subsections A, B, C, D, G, and J monthly, at the following hourly rates:

- Work performed during business hours, as defined by this Scope of Work: $275 per hour
- Consulting services: $275 per hour
- Scheduled after-hours support: $428 per hour
- Emergency after-hours support: $428 per hour, subject to the five (5) hour limit specified in this Scope of Work, in a total amount not to exceed $2,140.00 per emergency incident unless authorized by County.

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CONTRACTOR shall invoice the services specified in Part II, subsections E, F, H, and I separately. Each of the services specified in Part II, subsections E, F, H, and I shall be considered a sub-project under this Agreement.

- CONTRACTOR shall invoice the services specified in Part II, subsections E, F, H, and I at the hourly rates contained in the cost estimates required by these subsections, if they are submitted to County in advance and are approved in writing by County before work commences.

- CONTRACTOR shall invoice for the services specified in Part II, subsections E, F, H, and I upon completion of sub-project deliverables as set forth in the sub-project Scope of Work, and after County has accepted sub-project deliverables as satisfactorily completed, in writing.

County will exert its best efforts to pay CONTRACTOR's monthly invoices within forty-five (45) days of receipt.

No travel costs will be reimbursed.

Summary of Agreement Costs
Recurring yearly costs for existing County Palo Alto Networks hardware, licenses, and Palo Alto Networks related services and licenses: **$275,000 per year**
Estimated yearly costs for additional Agreement services on an as-needed basis and at the request of the County of Monterey: **$100,000 per year CONTRACTOR shall not initiate additional services under this Agreement without the prior written authorization from the County of Monterey Information Technology Department. CONTRACTOR shall not be compensated for any additional work done without authorization.**

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not more than the costs charged to any other client for the same services performed by the same individuals.

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.

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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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NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This vendor non-disclosure and confidentiality agreement ("Agreement") is between The County of Monterey (hereinafter referred to as "County"), acting through its Information Technology Department, and **Digital Scepter Corporation** (hereinafter referred to as "Company") a vendor, having a business address at 29970 Technology Drive, Suite 122B, Murrieta, CA.

I. RECITALS

Whereas, Company wishes to receive certain confidential and proprietary information technology information (hereinafter collectively "Information") pertaining to the County's data network, security design, and County security policies and procedures, including the Palo Alto Networks equipment and services, and other associated network hardware and software; and

Whereas the parties agree that this exchange includes all communication of Information between the parties in any form whatsoever, including oral, written, graphical, and machine-readable form, pertaining to the above; and

Whereas, Company wishes to receive the Information for the sole purpose of providing licensing, hardware, installation, and maintenance of Palo Alto Networks and related equipment, Palo Alto Networks updates and upgrades, Palo Alto related products and services such as Falco Audits, security related products such as Plixir, network engineering and design, security architecture design, security operations management, consulting and project support, training, and after-hours support; and

Whereas, County is willing to disclose the Information and Company is willing to receive the Information on the terms and conditions set forth herein.

Now, therefore, County and Company agree as follows:

1. That the disclosure of Information by County is in strictest confidence and thus Company shall:

   a. Protect and preserve the confidential nature of the Information, including taking reasonable physical, technological, and administrative security measures, and

   b. Not disclose the Information to any party, or person, not a party to this Agreement, except for sub-contractors of Company who have previously agreed to confidentiality agreements no less restrictive than as set forth herein, and whose sub-contracts and confidentiality agreements have been reviewed by County, and

   c. Exercise at least the same degree of care to maintain the Information as the Company exercises in maintaining as secret and confidential its own intellectual property, confidential, and secret information, but always at least a reasonable degree of care;

   d. Use the Information only for the above-stated purpose;

   e. Restrict disclosure of the Information solely to those employees and sub-contractors of Company having a need to know such Information in order to accomplish the purpose stated above;

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f. Advise each such employee or sub-contractor, before he or she receives access to the Information, of the obligations of Company and sub-contractor under this Agreement, and require each such employee or sub-contractor to maintain those obligations;

g. Within fifteen (15) days following the request of County, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information, or confirm to County, in writing, the destruction of such materials; and,

h. Immediately upon sale of Company or merger of Company with a third party, return to County all documentation, copies, notes, diagrams, computer memory media and other materials containing any portion of the Information or, in County's sole option and discretion, confirm to County, in writing, the destruction of such materials.

2. The Information shall remain the sole property of County.

3. COUNTY DOES NOT MAKE ANY REPRESENTATION WITH RESPECT TO AND DOES NOT WARRANT ANY INFORMATION PROVIDED UNDER THIS AGREEMENT, BUT SHALL FURNISH SUCH IN GOOD FAITH. WITHOUT RESTRICTING THE GENERALITY OF THE FOREGOING, COUNTY DOES NOT MAKE ANY REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED WITH RESPECT TO THE INFORMATION WHICH MAY BE PROVIDED HEREUNDER, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM RECEIPT OR USE OF THE INFORMATION BY THE COMPANY.

4. In the event of a breach or threatened breach or intended breach of this Agreement by Company, County, in addition to any other rights and remedies available to it at law or in equity, may be entitled to preliminary and final injunctions, enjoining and restraining such breach or threatened breach or intended breach.

5. The rights and obligations of the parties under this Agreement may not be sold, assigned or otherwise transferred, except to a successor-in-interest in connection with a merger, acquisition, or sale of all or substantially all its assets.

6. Company shall indemnify, defend, and hold harmless the County, its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including the County's reasonable cost of providing notification of and of mitigating any acquisition, access, use or disclosure of Information in a manner not permitted by this Agreement, arising out of, or in connection with, performance of this Agreement by Company and/or its agents, members, employees, or sub-contractors, 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 this Agreement to provide the broadest possible indemnification for the County. Company shall reimburse the County for all costs, attorneys' fees, expenses, and liabilities incurred by the County with respect to any investigation, enforcement proceeding or litigation in which Company is obligated to indemnify, defend, and hold harmless the County under this Agreement. This provision is in addition to and independent of any indemnification provision in any related or other agreement between the County and Company.

7. For purposes of this Agreement, the following are designated as the parties' respective contacts and principal agents. Each party reserves the right to designate a different contact/agent upon giving written notice to the other party.

COUNTY	COMPANY
Eric Chatham, Chief Information Officer	**Jon Robinson, President**
Contact Name / Title	Contact Name / Title
Information Technology Department	Digital Scepter Corporation
Address	Address
1590 Moffett Street	18100 Von Karman Ave., Suite 850, Irvine, CA
Salinas, CA 93905	
Telephone	Telephone
831-759-6991	951-461-7868
e-mail	e-mail
	jon@digitalscepter.com

This Agreement is binding upon County and Company, and upon the directors, officers, employees and agents of each. This Agreement is effective as of the date executed by Company upon disclosure of the Information by County to Company or as of the date last executed by all parties, whichever is earlier, and Company's obligations under this Agreement will continue indefinitely.

MONTEREY COUNTY

By: DocuSigned by: Alex Chatham 70805D7A683445A...
Chief Information Officer

Date: 11/15/2022 | 10:47 AM PST

Approved as to Form[1]

By: DocuSigned by: Samuel Biderwell 61542069561440E...
County Counsel

Date: 10/27/2022 | 12:56 PM PDT

DIGITAL SCEPTER CORPORATION

By: DocuSigned by: Jon Robinson CFE96849D1D6413...
Jon Robinson, President

Date: 10/27/2022 | 11:12 AM PDT

By: DocuSigned by: Jaynee Robinson 521A4892C58D402...
Jaynee Robinson, CFO

Date: 10/27/2022 | 12:12 PM PDT

*INSTRUCTIONS: If Company 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 Company 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 Company 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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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN DIGITAL SCEPTER CORPORATION AND THE COUNTY OF MONTEREY ON BEHALF OF ITS INFORMATION TECHNOLOGY DEPARTMENT FOR PALO ALTO NETWORK LICENSING, HARDWARE, UPGRADES, TRAINING, IMPLEMENTATION AND MAINTENANCE SERVICES

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement for Services (hereinafter "Agreement") by and between Digital Scepter Corporation (hereinafter "CONTRACTOR") and the County of Monterey (hereinafter "COUNTY"). This Addendum #1 has the full force and effect as if set forth within the Terms. To the extent that any of the terms or conditions contained in this Addendum #1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum #1 shall take precedence and supersede the attached Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

I. Title of Agreement shall be amended to:

*"This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and Digital Scepter Corporation (hereinafter "CONTRACTOR"). County and CONTRACTOR herein referred to individually as "Party" and collectively as "Parties".*

II. Agreement paragraph 7.01, shall be amended to:

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 the termination. Such notice shall set forth the effective date of the 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."

III. Agreement paragraph 7.02, shall be amended to:

"Each Party reserves the right to cancel and terminate this Agreement for good cause effective immediately upon providing written notice. "Good cause" includes the failure of a party to perform any obligation required at the time and in the manner provided under this Agreement. If a Party terminates this Agreement for good cause, the terminating Party may be relieved of further obligations otherwise required of it by the Agreement. If County is the terminating party for good cause, it may, in its sole discretion, contract with another entity to perform the required services."

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IV. Agreement paragraph 8.01, shall be amended to:
"Both Parties shall indemnify, defend, and hold harmless the other Party, 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 Party's performance of this Agreement, unless such claims, liability, or losses arise out of the sole negligence or willful misconduct of the other Party. "Party's performance" includes said Party's action or inaction and the action or inaction of said Party's officers, employees, agents and subcontractors."

V. Agreement paragraph 10.02, "County Records" shall be amended to:
"When this Agreement expires, or terminates, CONTRACTOR shall return to County any applicable County records pursuant to the terms of the Non-Disclosure Agreement, attached hereto as Exhibit B."

VI. Agreement paragraph 15.18, "Limitation of Liability", shall be added as follows:
"CONTRACTOR is not responsible for any indirect, special, punitive, exemplary or consequential damages of any kind. CONTRACTOR's liability to County on account of any acts or omission related to this Agreement shall not exceed the limit of commercial general liability insurance provided by CONTRACTOR under this Agreement."

VII. Agreement paragraph 15.19, "Services Warranty", shall be added as follows:
"CONTRACTOR" warrants that it will perform the services set forth in this agreement in accordance with the specifications set forth herein. For any breach of the foregoing warranty, CONTRACTOR will exercise commercially reasonable efforts to re-perform any non-conforming services upon receipt of the County's written notice to CONTRACTOR specifying in reasonable detail such non-conformance. To the extent permitted by applicable law, CONTRACTOR disclaims any and all warranties set forth in this instant section.

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AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & DIGITAL SCEPTER CORPORATION

THIS AMENDMENT NO. 2 is made to the NON-STANDARD AGREEMENT entered into effective June 1, 2022 (the "AGREEMENT"), by and between Digital Scepter Corporation ("CONTRACTOR") and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, the COUNTY and CONTRACTOR entered into the AGREEMENT for a term of June 1, 2022, through May 30, 2025, with a "not to exceed" total compensation of $1,500,000; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT to increase the total amount payable under the AGREEMENT by $50,000 to provide technical support for the development of an Azure hosted network for a total contract not to exceed $1,550,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend for the second time, extending the term through May 30, 2026.

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

1. **Section 3.0 TERM OF AGREEMENT** shall be amended to the following: "is from June 1, 2022, through May 30, 2026."

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT NO. 2 shall be attached to the original AGREEMENT dated June 1, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 2 on the day and year written below.

Docusign Envelope ID: EAC90444-1E58-44BE-AF5A-124E369C7D44

MONTEREY COUNTY

Signed by:
Eric A. Chatham
B8314C30A3A0426...
Chief Information Officer

3/14/2025 | 5:30 PM PDT
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...
Deputy Auditor/Controller

3/14/2025 | 4:50 PM PDT
Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel:

DocuSigned by:
Samuel Biderwell
615420695614 40E...
Deputy County Counsel

3/14/2025 | 9:46 AM PDT
Dated:

CONTRACTOR

Signed by:
JON ROBINSON
47D673AE2083415...
By:
Signature of President/Vice President

Jon Robinson, President
Printed Name

3/12/2025 | 3:29 PM PDT
Dated:

Signed by:
Jaymee Robinson
521A4892C58D402...
By:
Signature of Secretary/CFO
Jaymee Robinson/CFO

Printed Name

3/14/2025 | 9:21 AM PDT
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 the 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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AMENDMENT No. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & DIGITAL SCEPTER CORPORATION

THIS AMENDMENT No. 1 is made to the NON-STANDARD AGREEMENT entered into effective November 15, 2022 (the "AGREEMENT"), by and between Digital Scepter Corporation ("CONTRACTOR"), and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, the COUNTY and CONTRACTOR entered into the AGREEMENT originally for a term of June 1, 2022, through May 30, 2025, with a "not to exceed" total compensation of $1,500,000; and

WHEREAS, the COUNTY and CONTRACTOR wish to amend the AGREEMENT to increase the total amount payable under the AGREEMENT by $50,000 to provide technical support for the development of a Azure hosted network for a total contract not to exceed $1,550,000; and

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

1. **Section 2.0 PAYMENT PROVISIONS**, shall be amended to the following: "is not to exceed the sum of $1,550,000."

2. **Section 4.0**, **SCOPE OF SERVICES AND ADDITIONAL PROVISIONS,** shall be amended by adding "Exhibit A-1", attached to this Amendment No. 1.

Except as provided herein all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT No. 1 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT No. 1 shall be attached to the original AGREEMENT dated November 15, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY

DocuSigned by:
Eric Chatham
747D862C7BD04AE...

Chief Information Officer

2/25/2023 | 8:45 AM PST
Dated:

Approved as to Fiscal Provisions:

DocuSigned by:
Jennifer Forsyth
4E7E657875454AE...

Deputy Auditor/Controller

2/24/2023 | 8:38 AM PST
Dated:

CONTRACTOR

By: DocuSigned by:
Jon Robinson
CFE96849D1D6413...

Signature of President/Vice President

Jon Robinson, President
Printed Name

2/10/2023 | 4:08 PM PST
Dated:

By: DocuSigned by:
Jaymee Robinson
521A4892C58D402...

Signature of Secretary/CFO

Docusign Envelope ID: BFD561D0-D049-480B-9358-2A040A60FFBB

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:
DocuSigned by:
Samuel Bridenwell
61542069561440E...

Deputy County Counsel

Dated: 2/23/2023 | 3:50 PM PST

Jaymee Robinson, CFO

Printed Name

Dated: 2/14/2023 | 10:40 AM PST

*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 A-1
SCOPE OF SERVICES/PAYMENT PROVISIONS

County of Monterey
and
CONTRACTOR

This Exhibit A-1 shall be incorporated by reference as part of Agreement attached hereto governing work to be performed under the attached referenced Agreement, the nature of the working relationship between the **County of Monterey**, a political subdivision of the State of California (hereinafter referred to as "COUNTY") and **CONTRACTOR** (hereinafter referred to as CONTRACTOR) and specific obligations of the CONTRACTOR.

Summary of Work

CONTRACTOR shall provide professional services and technical support for the development and configuration of a greenfield active/passive Azure VM series firewall deployment into a hub vnet. The hub vnet design will allow careful selection of what traffic traverses the VM series firewall. The professional services and technical support will also include services requested by COUNTY that may include but not exclusive to the development, configuration, and maintenance of a cloud hosted environment to include disaster recovery planning necessary for core data center redundancy and back up implementation.

I. Project Milestones

1. A summary of project milestones is outlined below

Milestone	Deliverable	Deliverable Section	Deliverable Acceptance Criteria
1	Project Kickoff	1	• Project kickoff call completed
2	Azure PAN Deployment	2	• Active/Passive VM-series firewalls deployed in Azure

II. Project Scope

1. Project Kickoff

1.1. **Deliverable Summary**

1.1.a. Project kickoff call

1.1.b. Validation of the business and technical goals and objectives

1.2. **Tasks and Activities**

1.2.a. Conduct a kickoff call to determine project goals and establish a timeline for completion

1.2.b. Create shared folder on platform of COUNTY choice (Google Drive or Microsoft Teams)

1.3. **Prerequisites, Assumptions and Exclusions**

1.3.a. Prerequisites

- Provide access to key team members
- Upload layer 2 and layer 3 network diagrams that, at a minimum, include the firewalls within scope of this project, and any network devices required for the firewalls operation

Docusign Envelope ID: BFD561D0-D049-480B-9358-2A040A60FFBB

1.3.b. Assumptions
- Configuration work and meetings will be conducted remotely

1.3.c. Exclusions
- Any activities not defined above

2. Azure PAN Deployment

2.1. **Deliverable Summary**

2.1.a. Deploy 2 VM-series firewalls
2.1.b. Configure active/passive HA
2.1.c. Configure firewall with 4 interfaces: management, outside, inside, and HA
2.1.d. Configure GlobalProtect Gateway
2.1.e. Configure vnet to vnet routing support for multi-region functionality

2.2. **Tasks and Activities**

2.2.a. Remotely deploy and configure 2 VM-series firewall in Azure
2.2.b. Configure 4 interfaces per firewall, to include:
- Management interface with private/public IP
- Outside interface with private/public IP
- Inside interface with private IP
- HA interface with private IP

2.2.c. If needed, configure new virtual networks (up to 3)
2.2.d. Configure subnets within hub vnet
- Management
- Outside
- Inside
- Ha
- Services (for Infoblox and other infrastructure that should be in front of the VM-series

2.2.e. If needed, configure new route tables in Azure for the three VM series subnets
2.2.f. If needed, assist in configuring one Virtual Network Gateway with an IPSec VPN tunnel to on-premise environment
2.2.g. Configure GlobalProtect Gateway to supplement on-premise gateway
2.2.h. Configure vnet peering
2.2.i. Configure route tables for firewalling inter-vnet traffic

2.3. **Prerequisites, Assumptions and Exclusions**

2.3.a. Prerequisites
- Coordinate and provide access to key team members to participate in remote work sessions as needed and identified by CONTRACTOR.

2.3.b. Assumptions
- Configuration work and meetings will be conducted remotely

2.3.c. Exclusions
- Low-level design details (e.g. IP Addresses, device names, cabling matrix, site survey, specific rules, etc…)
- Site/device specific configuration details
- Change Management process
- Methods of Procedures
- Project/deployment/migration plan
- Performance related characteristics/outcomes
- On-site support for HLD review and/or final presentation meeting.

Docusign Envelope ID: BFD561D0-D049-480B-9358-2A040A60FFBB

III. Contractor Responsibilities

1. Remote cutover support for all project phases
2. CONTRACTOR's best practice configuration based on licensed features for all security policies
3. Assistance with Palo Alto Networks support cases is not within scope, but can be provided at applicable hourly rate (see 'Miscellaneous Charges' below)

IV. COUNTY Responsibilities

1. Provide CONTRACTOR with remote access to management IP of PAN over ports 80,443, and 22. Provide CLI access to neighboring switches and routers for running show commands.
2. Ensure that a change freeze is established at least one week prior to cutover as outlined above
3. Ensure that all copper cables, fiber cables, and optics are available for the cutover and have been tested
4. Provide all on-site Contractor resource(s) with a safe working environment, including a workspace, telephone and internet access, if necessary. Internet access will allow the Palo Alto Networks resource(s) to communicate with Palo Alto Networks support, services account manager (SAM), and access to other technical resources.
5. Provide all on-site Contractor resource(s) with any necessary building badges/passes, parking badges/passes and machine room badges/passes.
6. Coordinate necessary physical access requirements to the location(s) where the Contractor security solutions will be installed. This may include securing security badges or making arrangements to accompany the Contractor resource into secured or restricted areas. For testing, the Contractor resource will need access to the testing lab location. For deployments, the Palo Alto Networks will need access to the data centers where the firewalls will be installed.
7. Provide the proper environment for the Palo Alto Networks security solutions installation, including access to proper power outlets, proper air conditioning, allocated rack space, and physical access controls to the hardware and software.

V. Project Time Frame

Start Date: Ten (10) business days after Effective Date of this Agreement

Unless specifically stated otherwise, the Services provided under this Agreement shall only be performed Monday through Friday, 8:00AM to 5:00PM local time excluding designated Contractor holidays ("Normal Business Hours"). Non- Normal Business Hours Hourly rates in amounts set forth in Section X Schedule of Rates below.

Contractor Designated Holiday	**Date Observed**
New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Thanksgiving Day	4th Thursday in November
Day After Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

Docusign Envelope ID: BFD561D0-D049-480B-9358-2A040A60FFBB

VI. Acceptance/Approval

Contractor shall notify COUNTY designee upon completion of Services, Tasks, Phases or Milestones provided in this Agreement. COUNTY will indicate acceptance or non-acceptance of the Services by responding to the email. Should the COUNTY not accept the Services provided in this Agreement, COUNTY shall provide a written explanation of the reasons for not accepting within five (5) business days. If the COUNTY does not so notify Contractor within five (5) business days, Services shall be deemed Accepted. Contractor shall address COUNTY's issue(s) within ten (10) business days after the receipt of such notice and will then resubmit a formal request for acceptance via email from the COUNTY. Such time to address any quality of service or re-work issues(s) may be extended by mutual consent.

VIII. Additional Professional and Technical Support Services

Additional professional services will be on an "as-needed" and "as-approved" basis by COUNTY at the rates specified in Section XI Schedule of Rates below. Services requested under this category shall be submitted in writing to CONTRACTOR.

IX. Schedule of Rates

Miscellaneous Charges	
COUNTY Not Ready – Host Site	Actual costs incurred
Travel Expense – Host Site	Reimbursed for travel costs, Contractor must comply with Monterey County Travel Policy which is available on the County website at https://www.co.monterey.ca.us/home/showpublisheddocument/69364/636728660019670000
Palo Alto Networks Support Cases	$350 per hour

X. Payment Provisions

A. For the services described in this Agreement within the term specified above, the maximum obligation of the County will be **$50,000.** Agreement amount summary is as follows:

Term	Service	Amount
January 2023 – June, 30, 2023	Phase 1: Planning, development, and configuration of extended secure network in Azure to include technical training by working with COUNTY technical staff	$ 35,000
January 2023 – May 30, 2025	Phase 2: Additional professional and technical support services on an "as-needed" and "as-approved" basis by COUNTY.	$ 15,000

AMENDMENT NO. 3
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY & DIGITAL SCEPTER CORPORATION

THIS AMENDMENT NO. 3 is made to the NON-STANDARD AGREEMENT entered into effective June 1, 2022 (the "AGREEMENT"), by and between Digital Scepter Corporation ("CONTRACTOR") and the County of Monterey, a political subdivision of the State of California ("COUNTY").

WHEREAS, the COUNTY and CONTRACTOR entered into the AGREEMENT for a term of June 1, 2022, through May 30, 2025, with a "not to exceed" total compensation of $1,500,000; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT (No. 1) to increase the total amount payable under the AGREEMENT by $50,000 to provide technical support for the development of an Azure hosted network for a total contract not to exceed $1,550,000; and

WHEREAS, the COUNTY and CONTRACTOR amended the AGREEMENT (No. 2), to extend the term through May 30, 2026.

WHEREAS, the COUNTY and CONTRACTOR wish to amend for the third time, to increase the total amount payable under the AGREEMENT by $500,000 to continue to provide professional services and Palo Alto Networks hardware, software, and licensing for a total contract not to exceed $2,050,000, and extend the term through May 30, 2031; and

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

1. **Section 2.0 PAYMENT PROVISIONS** shall be amended to the following: "this Agreement shall not exceed the sum of 2,050,000."
2. **Section 3.0 TERM OF AGREEMENT** shall be amended to the following: "is from June 1, 2022, through May 30, 2031."

Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the AGREEMENT.

A copy of this AMENDMENT NO. 3 shall be attached to the original AGREEMENT dated June 1, 2022.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT NO. 3 on the day and year written below.

MONTEREY COUNTY	CONTRACTOR
	By:
Chief Information Officer	Signature of President/Vice President
Dated:	Jon Robinson, President

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form
Office of the County Counsel
Susan K. Blitch, County Counsel:

Deputy County Counsel

Dated:

Printed Name

Dated:

By:
Signature of Secretary/CFO
Jaymee Robinson/CFO

Printed Name

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 the 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.

County of Monterey

Board Report

Legistar File Number: 26-341

Item No.24

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

April 21, 2026

Introduced: 4/9/2026

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to reimburse the Salinas Regional Sports Authority for costs associated with the Bicycle Motocross (BMX) Pump Track and Skate Park Project at the Salinas Regional Soccer Complex.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve expenditure of $100,000 from the Board of Supervisors (District 1) discretionary funds to reimburse the Salinas Regional Sports Authority for costs associated with the Bicycle Motocross (BMX) Pump Track and Skate Park Project at the Salinas Regional Soccer Complex.

SUMMARY/DISCUSSION:

The Salinas Regional Soccer Complex (SRSC), operated by the Salinas Regional Sports Authority, is a premier destination for sports, recreation, and community engagement, serving approximately 11,500 youth and families each week during the regular season. This request authorizes reimbursement for costs associated with the Bicycle Motorcross (BMX) Pump Track and Skate Park Project.

The project expands recreational opportunities by providing a safe, accessible space for youth and families to engage in outdoor physical activity, develop skills, and participate in positive community programming. The addition of the BMX pump track and skate park enhances the SRSC's offerings, promotes healthy lifestyles, and supports youth development.

This investment provides a clear public benefit by increasing access to high-quality recreational infrastructure, fostering community well-being, and creating inclusive spaces for residents of all ages.

PUBLIC PURPOSE FINDINGS:

In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:

There is no impact to the General Fund. Funds will be allocated from the First District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

This action supports community well-being by expanding access to safe, high-quality recreational infrastructure, promoting healthy lifestyles, and providing inclusive spaces for youth and families.

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

Prepared and Approved by: Supervisor Luis Alejo, District 1

Attachments: 1: Invoice

Introduced: 4/9/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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FINANCING:
There is no impact to the General Fund. Funds will be allocated from the First District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports community well-being by expanding access to safe, high-quality recreational

infrastructure, promoting healthy lifestyles, and providing inclusive spaces for youth and families.

_X__ Well-Being and Quality of Life

_X__ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities

____ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Luis Alejo, District 1

Attachments: 1: Invoice

SALINAS REGIONAL SOCCER COMPLEX

P.O Box 9725
Salinas, CA, 93915

Invoice

Submitted on 04/07/2026

Invoice for
County of Monterey
168 W. Alisal St 1st Floor
Salinas, CA, 93901

Payable to
Salinas Regional Sports Authority

Invoice # 015

Project
BMX & Skate Park Project

Due date
Upon Receipt

Description	Qty	Unit price	Total price
Donation - BMX Pump Track and Skate Park Project	1	$100,000.00	$100,000.00
			$0.00
			$0.00
			$0.00

Notes:

Subtotal **$100,000.00**

Adjustments **$0.00**

Total: $100,000.00

Please Remit Payment to:
Salinas Regional Sports Authority
Memo: Donation
P.O Box 9725. Salinas CA 93915

Introduced: 4/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000 with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and
b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

RECOMMENDATION:
a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000, with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and
b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

SUMMARY:
Department of Emergency Management (DEM) intends to submit an application to the 2026 State Fire Capacity Grant Program for an estimated amount not to exceed $200,000 with a 24-month performance period of October 1, 2026, to September 30, 2028. Funding for the 2026 State Fire Capacity Grant is provided for California Fire Safe Council (CFSC) from the Cooperative Fire Program of the U.S. Forest Service (USFS), Department of Agriculture, Pacific Southwest Region.

DISCUSSION:
California Fire Safety Council (CFCS) announced funding for the 2026 State Fire Capacity (SCF) Grant Program. The State Fire Capacity Program serves as a mechanism to help California communities respond to the growing concern over catastrophic wildfire and exemplify efforts to create fire-adapted communities through hazardous fuels reduction and maintenance projects on non-federal lands, Community Wildfire Protection Plans and other

wildfire mitigation plans or assessments, as well as wildfire prevention and mitigation education and outreach efforts.

DEM will utilize funds to develop a Community Wildfire Protection Plan (CWPP), as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts. The CWPP is an essential tool for wildfire management as it provides a comprehensive assessment of wildfire risk countywide and a coordinated strategy to reduce risk, protect lives and property, and improve community resilience through prioritized mitigation actions, fuel reduction, and emergency planning.

DEM is committed to working together with its partners and the fire prevention community to ensure the County of Monterey has an evidence-based, data-driven, and community-informed CWPP to reduce wildfire risk and enhance overall resilience. This will enhance the Operational Area capacity and lead efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, Auditors and Contracts Purchasing review documents in relation to the grant and approve as to form.

FINANCING:
Applying to this grant program will not impact the Department of Emergency Management's FY 2026-27 Adopted budget. DEM will return to Board of Supervisors to request an increase in appropriations upon award approval by the granting agency. This grant requires the awardee to provide a cost share or in-kind 1:1.5 match. DEM will provide an in-kind match from existing non-federal sources. The award amount is estimated not to exceed $200,000, is reimbursement-based, and includes management and administration costs.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The California Fire Safe Council (CFSC) 2026 State Fire Capacity Grant Program supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through CFSC funding, the county strengthens local planning, community engagement, and coordination, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

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
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
The 2026 State Fire Capacity Grant Program directly supports the Monterey County Board of Supervisors' strategic initiative of Safe and Resilient Communities by supporting efforts to enhance wildfire preparedness, coordinate mitigation projects, and reduce fire risk to protect lives and property. It also aligns with Sustainable Infrastructure for the Present and Future by promoting long-term resilience through proactive land management and hazard reduction efforts.

Prepared by: Maeh Al-Shawaf, Management Analyst III, x1973
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution

Introduced: 4/15/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000, with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and
b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

RECOMMENDATION:
a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000, with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and
b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
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SUMMARY:
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DISCUSSION:
California Fire Safety Council (CFCS) announced funding for the 2026 State Fire Capacity (SCF) Grant Program. The State Fire Capacity Program serves as a mechanism to help California communities respond to the growing concern over catastrophic wildfire and exemplify efforts to create fire-adapted communities through hazardous fuels reduction and maintenance projects on non-federal lands, Community Wildfire Protection Plans and other

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DEM is committed to working together with its partners and the fire prevention community to ensure the County of Monterey has an evidence-based, data-driven, and community-informed CWPP to reduce wildfire risk and enhance overall resilience. This will enhance the Operational Area capacity and lead efforts to unify, implement mitigation strategies, support county-wide wildfire planning, and contribute to statewide data and preparedness initiatives.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel, Auditors and Contracts Purchasing review documents in relation to the grant and approve as to form.

FINANCING:
Applying to this grant program will not impact the Department of Emergency Management's FY 2026-27 Adopted budget. DEM will return to Board of Supervisors to request an increase in appropriations upon award approval by the granting agency. This grant requires the awardee to provide a cost share or in-kind 1:1.5 match. DEM will provide an in-kind match from existing non-federal sources. The award amount is estimated not to exceed $200,000, is reimbursement-based, and includes management and administration costs.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The California Fire Safe Council (CFSC) 2026 State Fire Capacity Grant Program supports the County of Monterey Board of Supervisors' Strategic Goals by enhancing the county's ability to prepare for, respond to, and recover from disasters and emergencies. Through CFSC funding, the county strengthens local planning, community engagement, and coordination, ensuring public safety and community resilience align with the Board's priorities for effective governance and a safe, well-prepared community.

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
_X_ Sustainable Infrastructure for the Present and Future
_X_ Safe and Resilient Communities
____ Diverse and Thriving Economy

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):
The 2026 State Fire Capacity Grant Program directly supports the Monterey County Board of Supervisors' strategic initiative of Safe and Resilient Communities by supporting efforts to enhance wildfire preparedness, coordinate mitigation projects, and reduce fire risk to protect lives and property. It also aligns with Sustainable Infrastructure for the Present and Future by promoting long-term resilience through proactive land management and hazard reduction efforts.

Prepared by: Maeh Al-Shawaf, Management Analyst III, x1973
Approved by: Kelsey Scanlon, Director of Emergency Management, x1902
Approved by: Michael Beaton, Assistant County Administrative Officer, x3835

Attachments:
Attachment A: Resolution

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

Resolution No.

a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000, with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and
b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

RECITALS:

WHEREAS, California Fire Safety Council (CFCS) announced funding for the 2026 State Fire Capacity (SCF) Grant Program which serves as a mechanism to help California communities respond to the growing concern over catastrophic wildfire and exemplify efforts to create fire-adapted communities through hazardous fuels reduction and maintenance projects on non-federal lands, Community Wildfire Protection Plans and other wildfire mitigation plans or assessments, as well as wildfire prevention and mitigation education and outreach efforts; and

WHEREAS, the Department of Emergency Management will utilize funds to develop a Community Wildfire Protection Plan (CWPP), as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and

WHEREAS, the CWPP is an essential tool for wildfire management as it provides a comprehensive assessment of wildfire risk countywide and a coordinated strategy to reduce risk, protect lives and property, and improve community resilience through prioritized mitigation actions, fuel reduction, and emergency planning; and

WHEREAS, the Department of Emergency Management is committed to working together with its partners and the fire prevention community to ensure the County of Monterey has an evidence-based, data-driven, and community-informed CWPP to reduce wildfire risk and enhance overall resilience.

NOW THEREFORE, BE IT RESOLVED, by the Board of Supervisors in and for the County of Monterey as follows:

a. Authorize and approve the Director of the Emergency Management or designee to submit a grant application to the 2026 State Fire Capacity Grant Program for a total amount not to exceed $200,000, with a 24-month performance period of October 1, 2026, to September 30, 2028, to fund the development of a Community Wildfire Protection Plan, as well as potential hazardous fuels reduction and maintenance projects on non-federal lands and wildfire prevention and mitigation education and outreach efforts; and
b. Authorize and approve the Director of Emergency Management or designee to execute all necessary forms and documents for the application to this grant; and
c. Direct Department of Emergency Management staff to return to the Board of Supervisors for approval prior to acceptance of any grant awards.

PASSED AND ADOPTED on this 21st day of April 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 resolution 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: 4/13/2026
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Purchasing Agent, or their designee, to execute agreement not to exceed $270,000 with Advanced Chemical Transport, LLC, to provide agricultural chemical packing, transportation, and disposal services for the period of April 27-June 30, 2027, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the Agreement.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Purchasing Agent, or their designee, to execute agreement not to exceed $270,000 with Advanced Chemical Transport, LLC, to provide agricultural chemical packing, transportation, and disposal services for the period of April 27-June 30, 2027, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the Agreement.

SUMMARY/DISCUSSION:
The Agricultural Commissioner requires services for the packaging, transportation, and disposal of agricultural chemicals during public takeback events as well as periodic disposal of materials when required through investigations. Advanced Chemical Transport, LLC, dba ACTenviro, has previously provided similar services for the County of Monterey in general and the Agricultural Commissioner specifically in the past. We are requesting authorization to enter into this agreement, for a total cost of $270,000, to facilitate a multi-county pesticide takeback event for the public to provide a zero-cost way for agricultural chemicals to be disposed of properly as well as departmental needs in an ongoing basis.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel and its Risk Management Division have approved the proposed Agreement as to form and insurance and indemnification provisions.

FINANCING:
The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Activities carried out by the ACTenviro under this agreement help maintain Safe and Resilient Communities by removing potentially hazardous materials. Agricultural chemicals that are disposed of properly eliminate the risk of exposure or misuse which provides safety to

communities and the public.

____ 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: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
Board Report
Standard Agreement
Exhibit A - ACTenviro
Certificate of Liability Insurance

..Title
a. Authorize the Purchasing Agent, or their designee, to execute agreement not to exceed $270,000 with Advanced Chemical Transport, LLC, to provide agricultural chemical packing, transportation, and disposal services for the period of April 27-June 30, 2027, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the Agreement.

..Report
RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Authorize the Purchasing Agent, or their designee, to execute agreement not to exceed $270,000 with Advanced Chemical Transport, LLC, to provide agricultural chemical packing, transportation, and disposal services for the period of April 27-June 30, 2027, and;
b. Authorize the Auditor-Controller to make payments in accordance with the terms of the Agreement.

SUMMARY/DISCUSSION:
The Agricultural Commissioner requires services for the packaging, transportation, and disposal of agricultural chemicals during public takeback events as well as periodic disposal of materials when required through investigations. Advanced Chemical Transport, LLC, dba ACTenviro, has previously provided similar services for the County of Monterey in general and the Agricultural Commissioner specifically in the past. We are requesting authorization to enter into this agreement, for a total cost of $270,000, to facilitate a multi-county pesticide takeback event for the public to provide a zero-cost way for agricultural chemicals to be disposed of properly as well as departmental needs in an ongoing basis.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel-Risk Management has approved the proposed Agreement as to form and legality.

FINANCING:
The funds are contained in the Agricultural Commissioner's Budget for FY 2025-2026. There are no changes to appropriations. Ongoing funding is subject to availability as determined through the County's annual Adopted Budget review and approval process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Activities carried out by the ACTenviro under this agreement help maintain Safe and Resilient Communities by removing potentially hazardous materials. Agricultural chemicals that are disposed of properly eliminate the risk of exposure or misuse which provides safety to communities and the public.

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Prepared by: Henry Esler, Finance Manager, x7381
Approved by: Juan Hidalgo, Agricultural Commissioner/Sealer of Weights & Measures, x7302

Attachments:
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Certificate of Liability Insurance

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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:

Advanced Chemical Transport, Inc., dba ACTenviro,

(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:

Transportation, packing, and disposal of agricultural chemicals for the County of Monterey Agricultural Commissioner.

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: **$** 270,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 27, 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: Insurance

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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 $5,000,000 per occurrence, and $5,000,000 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 $5,000,000 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.)

Pollution Liability: CONTRACTOR shall procure and maintain Pollution Liability Insurance in compliance with applicable California laws and regulations, including coverage for bodily injury, property damage, and environmental damage arising from the handling, transportation, treatment, storage, or disposal of hazardous materials and waste. Coverage shall apply to both sudden and gradual pollution conditions and include transportation-related exposures and non-owned disposal sites. Such insurance shall be written with limits of not less than $5,000,000 per occurrence and in the aggregate. Coverage shall be maintained for the duration of the Contract and any applicable extended reporting period, and evidence of such insurance shall be provided to the County upon request.

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

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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.

ACTenviro - AgComm

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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, County of Santa Cruz, County of Santa Clara and County of San Benito and their 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, County of Santa Cruz, County of Santa Clara, and County of San Benito and their 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

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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: Ken Allen, Chief Deputy Agricultural Commissioner
Address: 1428 Abbott Street, Salinas, CA 93901
Phone: 831-759-7325

FOR CONTRACTOR:
Name and Title: Mark Winkler, HHW Program Manager
Address:967 Mabury Road, San Jose, CA 95133
Phone: 408-548-5050

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: Mary Grace Perry, Deputy C83342707AC641A...

County Counsel

Date: 4/13/2026 | 4:22 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745AE6...

Auditor/Controller

Date: 4/14/2026 | 8:16 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: 4/13/2026 | 4:37 PM PDT

CONTRACTOR

Advanced Chemical Transport LLC,
dba ACTenviro

Contractor/Business Name*

By: Signed by: Todd Marti 7657513849CA48C...

(Signature of Chair, President, or Vice-President)

Todd Marti, Vice President

Name and Title

Date: 4/13/2026 | 2:57 PM PDT

By: Signed by: A23DAB1DD5FF451...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Kevin Carnahan, Manager

Name and Title

Date: 4/13/2026 | 3:14 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.

Docusign Envelope ID: A3088E58-A42F-4E09-A3C6-2050B2604339

EXHIBIT-A

To Agreement by and between
Agricultural Commissioner, hereinafter referred to as "County"
AND
Advanced Chemical Transport, LLC, dba ACTenviro, 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:

Provide transportation, packing, and disposal of agricultural chemicals collected by County of Monterey Agricultural Commissioner.

All written reports required under this Agreement must be delivered to Ken Allen, County's Contract Manager, in accordance with the scheduled services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $270,000.00 for the performance of <u>all things necessary</u> 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:

DISPOSAL

Description		Unit Cost		
Labor and Mobilization 50-100 car event x 4 days	10 people	$75.00/hr	4	$36,000.00
PPE		$25.00/person	40	$1,000.00
Supplies (drums, boxes,verm, cyb's etc)				$21,500.00
Disposal				
Cyb Pesticdes		$785.00	40	$31,400.00
55 drums Pesticides		$385.00	275	$105,975.00
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Aerosols		$350.00	2	$700.00
Transportation				$10,400.00
Total				$210,725.00

FEES

Description	Price
E&I fee 8% of invoice	$16,858.00
Manifest Fee	$35
Profile Fee	No Charge

There shall be no travel reimbursement allowed during this Agreement.

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2026

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 NORTH SCOTTSDALE ROAD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): | **FAX (A/C No.Ext):**
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: Illinois Union Insurance Company	27960
INSURER D: ACE Property and Casualty Insurance Co.	20699
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
5353 E. CITY NORTH DRIVE
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2953932** **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 [ ] PROJECT [ ] LOC [ ] OTHER:			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ 15,000 $ 10,000,000 $ 30,000,000 $ 20,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000
D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XEU G46782148 009	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026 06/30/2026	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
	Contractor's Pollution Liability:			See page 2 for details	06/30/2025	06/30/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 6501 - Named Insured Includes: Advanced Chemical Transport LLC

CERTIFICATE HOLDER
COUNTY OF MONTEREY AG COMMISION
1428 ABBOTT STREET
SALINAS, CA 93901
United States

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 5353 E. CITY NORTH DRIVE PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2953932**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

Medical Payment coverage is available under the General Liability policy only when required by written agreement and limited to the amount required in the agreement or the maximum sublimit found within the General Liability policy, whichever is less.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Contractor's Pollution Liability Details of Cover:

Steadfast Insurance Company (Zurich) (NAIC # 26387) - Policy No. PEC 0792830-02 - $25MM - 06/30/25 - 06/30/26

Applicable to the Contractor's Pollution Liability Coverage Parts Only:
$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition
$25,000,000 - Claims Expense Limit for Each Claim
$25,000,000 - General Aggregate Limit
$25,000,000 - Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Parts Only:
$25,000,000 - Damage Limit for Each Claim or Wrongful Act
$25,000,000 - Claims Expense Limit for Each Claim
$25,000,000 - General Aggregate Limit

Additional Insured includes: The County of Monterey, Its Officers, Agents and Employees, when required by written contract.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			191
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1137119A	06/30/2025 TO 06/30/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	DA9U74b

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Docusign Envelope ID: A3088E58-A42F-4E09-A3C6-2050B2604339

16

NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			28
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G48981793	06/30/2025 to 06/30/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Policy Number: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2010 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

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:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

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ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2037 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

© Insurance Services Office, Inc., 2012

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 shown in the Declarations;

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© ISO Properties, Inc., 2004

EXHIBIT-A

To Agreement by and between
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AND
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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.

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DATE (MM/DD/YYYY)
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PRODUCER
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 NORTH SCOTTSDALE ROAD
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CONTACT NAME:
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INSURER F:	

INSURED
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5353 E. CITY NORTH DRIVE
PHOENIX, AZ 85054

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D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XEU G46782148 009	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
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COUNTY OF MONTEREY AG COMMISION
1428 ABBOTT STREET
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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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
	REPUBLIC SERVICES, INC. 5353 E. CITY NORTH DRIVE PHOENIX, AZ 85054
POLICY NUMBER See First Page	
CARRIER See First Page — NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2953932**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

Medical Payment coverage is available under the General Liability policy only when required by written agreement and limited to the amount required in the agreement or the maximum sublimit found within the General Liability policy, whichever is less.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Contractor's Pollution Liability Details of Cover:

Steadfast Insurance Company (Zurich) (NAIC # 26387) - Policy No. PEC 0792830-02 - $25MM - 06/30/25 - 06/30/26

Applicable to the Contractor's Pollution Liability Coverage Parts Only:
$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition
$25,000,000 - Claims Expense Limit for Each Claim
$25,000,000 - General Aggregate Limit
$25,000,000 - Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Parts Only:
$25,000,000 - Damage Limit for Each Claim or Wrongful Act
$25,000,000 - Claims Expense Limit for Each Claim
$25,000,000 - General Aggregate Limit

Additional Insured includes: The County of Monterey, Its Officers, Agents and Employees, when required by written contract.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			191
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1137119A	06/30/2025 TO 06/30/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	DA9U74b

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			28
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G48981793	06/30/2025 to 06/30/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

> If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Policy Number: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2010 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

© Insurance Services Office, Inc., 2012

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:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

© Insurance Services Office, Inc., 2012

POLICY NUMBER: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2037 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

© Insurance Services Office, Inc., 2012

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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Introduced: 4/7/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: General Agenda Item

a. Approve a one-time Special Event Use Permit with an anticipated attendance over 5,000 between Spartan Race, Inc. and the County of Monterey to hold the Monterey Spartan Super 10K and Sprint 5K Weekend, and the Monterey Spartan Trail Race 10K, 21K & 50K Events at Toro Regional Park on May 29-31, 2026, where all Public Works, Facilities and Park's Department expenditures to support this Event will be reimbursed by Spartan;
b. Find that the one-time Monterey Spartan Super 10K and Sprint 5K Weekend and The Monterey Spartan Trail Race 10K, 21K & 50K Events scheduled for May 29-31, 2026, at Monterey County's Toro Regional Park, is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15304(e) of the CEQA Guidelines; and
c. Authorize the Director of Public Works, Facilities and Parks or designee to sign the Special Event Use Permit between OCR US Holdings, LLC dba Spartan Race, Inc. and the County of Monterey.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve a one-time Special Event Use Permit with an anticipated attendance over 5,000 between Spartan Race, Inc. and the County of Monterey to hold the Monterey Spartan Super 10K and Sprint 5K Weekend, and the Monterey Spartan Trail Race 10K, 21K & 50K Events at Toro Regional Park on May 29-31, 2026, where all Public Works, Facilities and Park's Department expenditures to support this Event will be reimbursed by Spartan;
b. Find that the one-time Monterey Spartan Super 10K and Sprint 5K Weekend and The Monterey Spartan Trail Race 10K, 21K & 50K Events scheduled for May 29-31, 2026, at Monterey County's Toro Regional Park, is categorically exempt from the California Environmental Quality Act (CEQA), pursuant to Section 15304(e) of the CEQA Guidelines; and
c. Authorize the Director of Public Works, Facilities and Parks or designee to sign the Special Event Use Permit between OCR US Holdings, LLC dba Spartan Race, Inc. and the County of Monterey.

SUMMARY:

Spartan Race, Inc. (Spartan) and the Department of Public Works, Facilities and Parks (PWFP), Parks Division (Parks) request to enter into a one-time Special Event Use Permit (Permit) for Spartan to hold the Spartan Races in Toro Park.

DISCUSSION:

Spartan requests to enter into a one-time Permit (Attachment B) with the County of Monterey (County) to hold the Monterey Spartan Super 10K and Sprint 5K Weekend Event with obstacles and the Monterey Spartan Trail Race 10K, 21K and 50K Event without obstacles (Event) at Toro Regional Park (Facility) on May 29-31, 2026. Spartan is the world's leading obstacle race company featuring timing and global rankings. Spartan races include a challenging racecourse, healthy lifestyle, and a fun, family-friendly festival atmosphere. Each Spartan Race features a Kids Spartan Race for youth ages 5-13. Event details are set forth in Attachment A. Attendance for the 2026 Event is not anticipated to exceed 8,500 participants. Per Monterey County Code 14.12.180F.1, any special event held at a County park with 5,000 or more participants requires approval of the County of Monterey Board of Supervisors. All Event plans will be updated no later than 30 days prior to the Event and will be incorporated by reference in the Permit.

As this Event involves only construction of a temporary racecourse and placement of associated appurtenances causing temporary minor alteration to Park facilities and grounds, it qualifies as categorically exempt from CEQA review under Section 15304(e) of the CEQA Guidelines. The proposed Permit terms require that Spartan restore the Park to pre-Event condition at Spartan's sole expense. County will hold a deposit to cover restoration costs should Spartan fail to perform all necessary reparations to the Park. Spartan has conducted successful events at the Facility since 2013.

Staff requests the Board of Supervisors: 1) Approve the one-time Special Event Use Permit for the Event with an anticipated attendance over 5,000; 2) Find that the Event is categorically exempt from CEQA per Section 15304(e) (Attachment C); and 3) Authorize the Director of Public Works, Facilities and Parks or designee to sign the Permit.

OTHER AGENCY INVOLVEMENT:
The offices of County Counsel and Risk Management reviewed the Permit and approved it as to form. Spartan is required to submit Event plans for review and to secure all required regulatory permits from the County of Monterey Department of Housing and Community Development, Risk Management, Sheriff's Office, Office of Emergency Services, and Health Department, California Highway Patrol, California Department of Transportation (CalTrans), and Monterey County Regional Fire District. Spartan is required to contract with designated companies or local law enforcement agencies to provide required traffic control and security for the Event.

FINANCING:
The Spartan Event is anticipated to provide approximately $101,148 in special event revenue for Fiscal Year (FY) 2025-26 and will be deposited in PWFP-Park Operations General Fund 001, Appropriation Unit PFP058. The FY 2025-26 Adopted Budget for Park Operations includes revenue projections for this Event.

All expenditure costs are reimbursable for PWFP-Parks to support this Event. Staff costs associated with preparation of the Permit, board report, and conduct of Event oversight are included in the FY 2025-26 Adopted Budget for PWFP-Park Operations General Fund 001, Appropriation Unit PFP058. Costs to restore the facility to pre-Event condition are the responsibility of Spartan. Spartan shall pay to County a refundable cleaning and damage deposit in the amount of $50,000 to cover reparation costs should Spartan fail to perform any of

its obligations.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
PWFP-Parks' effective administration attracts many events to County Parks' facilities, while providing exceptional facilities and healthy programs to support quality of life for and well-being of residents. Management of events held in County Parks' facilities is always attentive to protecting park resources, ensuring public safety, and reducing potential impacts to the local community to the greatest extent possible.

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

Prepared by: Dona Luna, Management Analyst III, x5455
Reviewed by: Bryan Flores, Chief of Parks, x6425
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Spartan Race Event Details
Attachment B - Proposed Special Event Use Permit
Attachment C - CEQA Guidelines Section 15304(e)

Introduced: 4/7/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve a one-time Special Event Use Permit with an anticipated attendance over 5,000 between Spartan Race, Inc. and the County of Monterey to hold the Monterey Spartan Super 10K and Sprint 5K Weekend, and the Monterey Spartan Trail Race 10K, 21K & 50K Events at Toro Regional Park on May 29-31, 2026, where all Public Works, Facilities and Park's Department expenditures to support this Event will be reimbursed by Spartan;
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Regional Park (Facility) on May 29-31, 2026. Spartan is the world's leading obstacle race company featuring timing and global rankings. Spartan races include a challenging racecourse, healthy lifestyle, and a fun, family-friendly festival atmosphere. Each Spartan Race features a Kids Spartan Race for youth ages 5-13. Event details are set forth in Attachment A. Attendance for the 2026 Event is not anticipated to exceed 8,500 participants. Per Monterey County Code 14.12.180F.1, any special event held at a County park with 5,000 or more participants requires approval of the County of Monterey Board of Supervisors. All Event plans will be updated no later than 30 days prior to the Event and will be incorporated by reference in the Permit.

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Staff requests the Board of Supervisors: 1) Approve the one-time Special Event Use Permit for the Event with an anticipated attendance over 5,000; 2) Find that the Event is categorically exempt from CEQA per Section 15304(e) (Attachment C); and 3) Authorize the Director of Public Works, Facilities and Parks or designee to sign the Permit.

OTHER AGENCY INVOLVEMENT:
The offices of County Counsel and Risk Management reviewed the Permit and approved it as to form. Spartan is required to submit Event plans for review and to secure all required regulatory permits from the County of Monterey Department of Housing and Community Development, Risk Management, Sheriff's Office, Office of Emergency Services, and Health Department, California Highway Patrol, California Department of Transportation (CalTrans), and Monterey County Regional Fire District. Spartan is required to contract with designated companies or local law enforcement agencies to provide required traffic control and security for the Event.

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

PWFP-Parks' effective administration attracts many events to County Parks' facilities, while providing exceptional facilities and healthy programs to support quality of life for and well-being of residents. Management of events held in County Parks' facilities is always attentive to protecting park resources, ensuring public safety, and reducing potential impacts to the local community to the greatest extent possible.

Mark a check to the related Board of Supervisors Strategic Plan Goals
_X__ Well-Being and Quality of Life
_X__ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
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____ Administrative

Prepared by: Dona Luna, Management Analyst III, x5455
Reviewed by: Bryan Flores, Chief of Parks, x6425
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - Spartan Race Event Details
Attachment B - Proposed Special Event Use Permit
Attachment C - CEQA Guidelines Section 15304(e)

Attachment A
Spartan Event Race Details

Spartan Race, Inc. will use Toro Park for their event May 29-31, 2026. Spartan will begin building their race structures and obstacles on May 22, 2026.

- The Park will remain open to the public until the days of the Event and will close to the public on May 29th through May 31st.
- Although the Park will remain open, not all areas of the park will be accessible due to construction and associated safety precautions.
- The public will be excluded from areas where construction is taking place, with the majority of activity taking place on the 5.3 acres grass field upon entering the Park.
- Breakdown of the event structures and obstacles will continue to limit public access at the Park until all items are removed from the Park on June 3rd.
- Trail setup will begin Friday, May 22nd, and will be removed Wednesday, June 3rd.
- Trail access will be unavailable on Friday, May 29th, through the conclusion of the event on May 31st.
- Spartan will notify residents in the surrounding neighborhoods at least two weeks prior to the Event.
- Event parking will be at Laguna Seca, with buses shuttling all participants and spectators to the Park. Spartan is responsible for monitoring adjacent roads outside the Park to ensure no driveways or private property is blocked.
- Limited on-site parking will be designated for employees and volunteers working the Event.
- The County's fuel station and park maintenance yard operations will remain open.

Docusign Envelope ID: 1655BD09-FE26-45BE-8CB5-55B8BD396636

SPECIAL EVENT USE PERMIT BETWEEN COUNTY OF MONTEREY AND SPARTAN RACE, INC.

This Special Event Use Permit ("Permit") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and Spartan Race, Inc., hereinafter called "PERMITTEE" is hereby entered into between COUNTY and PERMITTEE (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

In consideration of the mutual covenants and conditions set forth in this Permit, the Parties agree as follows:

1.0 GENERAL DESCRIPTION

1.1 PERMITTEE desires to secure from COUNTY certain rights and privileges and to conduct the Monterey Spartan Super 10K and Sprint 5K Weekend with obstacles, and The Monterey Spartan Trail Race 10K, 21K & 50K without obstacles (collectively the "Event") on May 29-31, 2026 to be held at Toro Park (collectively the "Facility"), in Monterey County, California.

1.2 COUNTY hereby grants to PERMITTEE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Permit:

1.2.1 The Facility is provided on an "as is" basis. It is the responsibility of PERMITTEE to inspect the Facility prior to its use, and such use shall confirm that PERMITTEE has determined that the Facility is appropriate and safe for its purposes.

1.2.2 Munitions Training – Intentionally Deleted

1.2.3 BRAC Prescribed Burn – Intentionally Deleted

1.2.4 Prescribed Burn Evacuations – Intentionally Deleted

1.2.5 Potable Water – Intentionally Deleted

1.2.6 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.

1.2.7 During the term of this Permit, a maximum of three thousand five hundred (3,500) attendees on May 30, 2026, and a maximum of five thousand (5,000) attendees on May 31, 2026, may participate in the Event, including all staff, volunteers, participants and spectators. PERMITTEE will have fifty (50) employees and seventy-five (75) volunteers.

1.2.8 PERMITTEE shall be allowed to begin Event setup and complete all teardown, cleanup, and remediation of the property as set forth below:

Event Information	Dates	Times
Set-up Dates/Time	May 22 – May 29, 2026	7:00 a.m. – 6:00 p.m.
Event Dates	May 30 – May 31, 2026	6:00 a.m. – 8:00 p.m.*
Clean Up Dates	June 1-3, 2026	7:00 a.m. – 6:00 p.m.

Docusign Envelope ID: 1655BD09-FE26-45BE-8CB5-55B8BD396636

* PERMITTEE shall fully comply with Monterey County Code Chapter 10.60 - Noise Control. See Section 4.37.

1.2.9 PERMITTEE agrees that the Facility will be open to the public all days except the two (2) Event days (Saturday, May 30th, and Sunday, 31st).
- 1.2.9.1 PERMITTEE shall build the racecourse and obstacles in a manner that does not interfere with public use of the Facility on a commercially reasonable basis, and obstacles shall be secured from public use.
- 1.2.9.2 COUNTY shall not reserve group areas May 22 – May 25, 2026.
- 1.2.9.3 PERMITTEE shall have the right to exclude the public from use of Facility areas where construction of the racecourse and/or obstacles is taking place.

1.2.10 PERMITTEE shall not use or otherwise access areas outlined in **Exhibit A – Prohibited Areas** attached to and made part of this Permit.

2.0 SERVING AND CONSUMPTION OF ALCOHOL

2.1 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Permit as set forth below.

2.2 PERMITTEE (or its designated third-party beverage provider) shall:

- 2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.
- 2.2.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.
- 2.2.3 Offer food for sale along with alcoholic beverages.
- 2.2.4 Provide non-alcoholic beverages.
- 2.2.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.
- 2.2.6 Obtain all necessary permits from all associated regulatory agencies.

2.3 PERMITTEE is responsible for the actions of Event guests and for enforcing the above. A point of contact for PERMITTEE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.

2.4 PERMITTEE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

3.0 PAYMENT PROVISIONS

3.1 PERMITTEE agrees to pay COUNTY for the rights and privileges hereby granted as follows:

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Site Rental Fee	Description			Total Fees
Non-refundable Application Fee				$300.00
Site Fee	Toro Park site fee of eighty thousand dollars ($80,000.00) for this Event shall be paid as follows:			
Initial Payment; Nonrefundable if cancelled.	Payment is due no later than three (3) days after County approval of this Permit.			$25,000.00
Final Payment	Site Fee Balance due no later than May 15, 2026.			$63,000.00
Reservation Sites (12)	Closed May 22 – May 25, 2026			$ 8,725.00
Park Rangers on-site for Event days (May 30-31, 2026)				
Supervising Ranger	$116.68/hour	10 hours/day	2 days	$2,333.60
Ranger III	$89.48/hour	10 hours/day	2 days	$ 1,789.60*
Total Event Fees				**$ 101,148.20**
Deposit - Refundable Cleaning/Damage – Due no later than three (3) days after County approval of this Permit. PERMITTEE shall deliver to COUNTY a certified check payable to County of Monterey as security to guarantee payment of: 1. Any monies which may be payable to COUNTY under this Permit. 2. Any damage to Facility property, caused by PERMITTEE and/or participants and spectators at the Event. 3. Utility charges, if any. a. COUNTY assistance requested during PERMITTEE's use of the Facility not previously identified in this Permit, including but not limited to, assistance during set-up and teardown of obstacles and structures, equipment, repair work, monitoring, and supervision; calculated on a time-and-materials basis. b. Removal by COUNTY of such PERMITTEE's personal property as may be left on the premises in violation of terms of this Permit. c. Cost to COUNTY of restoring premises occupied and left by PERMITTEE in unsatisfactory condition in contravention to the restoration procedures described herein. d. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by PERMITTEE or limit the liability of PERMITTEE under this Permit or for damages, either to the full amount of the bond/security or otherwise.				$ 50,000.00
TOTAL FEES DUE PRIOR TO EVENT (including refundable deposit)				**$151,148.20**

*Should Ranger or County staff Services be required longer than hours included in this Permit, PERMITTEE will be invoiced for additional time on a time-and-materials basis.

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3.2 Additional Services

PERMITTEE shall reimburse COUNTY for any additional PERMITTEE requested services during use of the Facility not previously identified in this Permit on a time-and-materials basis. These services may include, but are not limited to, staff assistance, equipment, vehicles, repair work, monitoring, and supervision.

PERMITTEE will be charged for PERMITTEE requested services provided by COUNTY during the Event at the following rates:

Position	Applied Rate	Position	Applied Rate
Chief of Parks	$179.48	Supervising Ranger	$116.68
Admin Ops Manager	$137.57	Park Ranger III	$101.75
Parks Supervisor	$75.49	Park Ranger II	$91.72
Building & Grounds II	$67.32	Park Service Aide I	$51.54
Utility & Water Specialist	$80.04	Park Service Aide II	$51.54
		Park Service Aide III	$59.00

PERMITTEE shall make payment to COUNTY within thirty (30) days from date of invoice.

3.3 Special Event Application

A Facility Use Application and the Special Event Questionnaire have been completed and are on file with the COUNTY. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, methods for collecting special use fees, maximum attendance at the Event, methods of limiting attendance, estimated gross receipts, items to be sold at the Event, individual(s) responsible for the Event, parking arrangements, fire, and police protection, etc. Execution of this Permit constitutes an approval of the Facility Use Application and all statements therein made become a part of the terms and conditions of this Permit.

4.0 GENERAL OBLIGATIONS

A. PERMITTEE

4.1 PERMITTEE shall coordinate all setup activities with COUNTY Parks Administrative Operations Manager, including all course marking, signage placement, arrow markings on the ground, flags, cone placements, electrical outlet usage.

4.2 In the event PERMITTEE requires delivery/drop off materials and supplies prior to set-up date, PERMITTEE may do so at an area designated by COUNTY Parks Administrative Operations Manager no sooner than May 21, 2026.

4.3 PERMITTEE shall arrange for all participants and spectators to park at Laguna

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Seca Raceway and shall have a shuttle to bring participants and spectators to the Facility. PERMITTEE staff shall park in Facility parking lots adjacent to festival area.

4.4 PERMITTEE has contracted to use Laguna Seca Recreational Area for parking and shall shuttle participants to and from the Facility.

4.4.1 PERMITTEE shall provide staff to monitor parking on adjacent roads outside the Facility to ensure no driveways or private property is blocked during the entirety of the Event. Vehicles parked in violation of the California Vehicle Code will be subject to ticketing and towing.

4.5 PERMITTEE shall provide written notice of the Event to neighboring residents of the Facility who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.

4.6 PERMITTEE shall be required to obtain all permits and licenses required under this Permit. These may include but are not limited to the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, Monterey County Sheriff's Office, and California Department of Transportation (CalTrans).

4.7 PERMITTEE, its agents, employees, volunteers, and patrons shall be responsible to act in accordance with and to obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Permit.

4.8 PERMITTEE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.

4.9 PERMITTEE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the Facility.

4.10 PERMITTEE shall furnish copies of all permits or authorizations from outside agencies, as appropriate, to COUNTY at least two (2) weeks prior to the event.

4.11 PERMITTEE shall be solely responsible for the selection and/or employment of any and all volunteers and staff members.

4.12 PERMITTEE staff specifically are not COUNTY employees.

4.13 PERMITTEE shall complete all required plans and approvals for the Event at least thirty (30) days prior to the Event as outlined in **Exhibit B - Plans** incorporated by reference and made part of this Permit.

4.14 PERMITTEE shall complete all required site maps and approvals for each event at least sixty (60) days prior to the event as outlined in **Exhibit C – Maps,** incorporated by reference and made part of this Permit.

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4.15 PERMITTEE shall comply with COVID-19 Health and Safety measures as required and recommended by California Department of Public Health and California Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.

4.16 PERMITTEE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances, nor placement of any waste thereon. All property utilized by PERMITTEE during the operations contemplated hereby shall be returned to COUNTY in the same condition or state of repair after each program use, reasonable wear and tear excepted.

4.17 Only existing trails may be used. New trails may not be constructed in any area.

4.18 PERMITTEE shall use reasonable best efforts to return COUNTY property to its original condition at its sole cost.

4.19 PERMITTEE shall lay down heavy-equipment pressure plates or plywood with a minimum thickness of 3/4" when driving or tracking vehicles larger than a 3/4-ton pickup (gross tonnage weight) or heavy equipment across turf and field areas.

4.20 PERMITTEE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of PERMITTEE's operation hereunder. PERMITTEE shall complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.

4.21 A representative for PERMITTEE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	Week of arrival for set up
Post-Event Walk-through	No later than June 3, 2026

4.21.1 Each Walk-through shall be documented with notes and photographs and agreed-upon by both Parties.
4.21.2 During the post-Event walk-through, the Parties will mutually agree on any restoration, including repairing turf/fields and any damaged irrigation components.
4.21.3 COUNTY shall provide a written Restoration Letter based on discussions during the walk-through, which will include notes and photographs from both pre-Event and post-Event walk-throughs.
4.21.4 PERMITTEE shall return areas used by PERMITTEE to pre-Event condition, and in compliance with the Restoration Letter **to the satisfaction of COUNTY** as established during pre-Event walkthroughs(s) with COUNTY and PERMITTEE's representatives.

4.22 PERMITTEE shall promptly arrange and pay to have repairs made for any damage, arising out of PERMITTEE's operation hereunder, in order to return the

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Facility to its pre-Event condition as soon as possible within seven (7) days following the mandatory post-Event walk-through.

4.23 PERMITTEE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including, but not limited to, a taxable possessory interest if one is created by this Permit. The payments of any such taxes, assessments, or charges shall not constitute cause for modification of fees payable by PERMITTEE to COUNTY pursuant to this Permit.

4.24 PERMITTEE shall be responsible for all setup and cleanup and shall engage to the fullest extent possible with recycling activities.

4.25 PERMITTEE shall provide trash dumpsters and recycle containers for the Event.

4.25.1 PERMITTEE shall provide four (4) forty- (40-) yard dumpsters, fifty (50) trash bins, and fifteen (15) labeled recycling bins, which will be placed throughout the Event area during the Event.

4.25.2 PERMITTEE shall be responsible for the collection and disposal of all trash, litter, and recyclable materials created by PERMITTEE, its participants, employees, volunteers, and spectators during the Event.

4.25.3 PERMITTEE shall remove trash and recycling created by the PERMITTEE, its participants, employees, volunteers, and spectators from the Facility on June 3, 2026.

4.26 PERMITTEE shall be responsible for contracting, paying for, and maintaining chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Public Works, Facilities, and Parks Director or designee. PERMITTEE shall provide the following units:

Description	Quantity	Comments
Portable Water Closet (toilet) units	97	Must be usable by all genders
ADA-Accessible Water Closet	10	Must be usable by all genders
Handwashing Station	11	Must be usable by all genders
Vendor:		
Delivery Date: May 26, 2026		
Date of Service: May 31, 2026		
Removal Date: June 1, 2026		
PERMITTEE shall have all portable units serviced on May 30 & May 31, 2026		

All costs, including but not limited to, maintaining, servicing, and restocking toilet paper, hand towels, soap, etc. associated with the chemical toilets and sinks shall be borne by PERMITTEE. Brick and mortar restrooms will be closed during the Event.

4.26.1 It is the responsibility of the PERMITTEE to provide grey water disposal facilities in food concession areas.

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4.26.2 It is the responsibility of the PERMITTEE to provide portable hand washing facilities in food concession areas.

4.26.3 Any showers provided by PERMITTEE shall be self-contained. No water shall be disposed of on County property.

4.27 PERMITTEE shall be responsible for providing additional police protection or security, at PERMITTEE's expense, during the dates of the Event. PERMITTEE will be using the services of California Southland Private Security.

4.28 PERMITTEE shall be responsible for all security needs.

4.28.1 PERMITTEE staff security will be on-site for overnight security during Event setup and Event teardown.

4.28.2 PERMITTEE shall contract with one of the COUNTY's recommended agencies or the Monterey County Sheriff's Office for all security presence while alcohol is being served or sold during the Event.

4.29 PERMITTEE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.

4.30 PERMITTEE shall not allow entry or access to said Facility to anyone who is not a vendor, news media, staff, volunteer, participant, or a spectator associated with the Event.

4.31 PERMITTEE shall have the right to sample merchandise during the Event, including FitAid, and shall ensure all vendors comply with Monterey County Health Department requirements and obtain all required permits.

4.32 PERMITTEE shall have the following activities:

Climbing/Rock Wall	Pop Up Tents
Amplified Music or Sound – DJ and PA System	Selling/Serving Alcohol – Feight Club or Kids Fit Foundation
Additional Lighting – Three (3) 6000w light towers	Food will be offered to public
Electricity – Approximately twelve (12) generators ranging from 2000 w to 6000 w	Stage – 16'x16'x2' If the stage will be higher than thirty (30) inches above the ground, an additional permit is required.
Medical Services shall be provided by AMR and Event Medics.	Vendor Booths – PERMITTEE may charge a fee for vendor booths. List of exhibitor and vendors and what they are selling shall be provided at least 10 days prior to start of Event.
PERMITTEE shall charge admission to spectators	PERMITTEE shall charge a participant fee.

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Prepare, serve, and sell food and non-alcoholic beverages. PERMITTEE shall have the following food vendors such as: • Sid's Smokehouse Final Vendor list will be provided at least 10 days prior to start of Event.	PERMITTEE shall have sponsors such as: • Blue Triton Brands - AC+ION water (free finish line water) • LifeAid Beverage Co - FitAid (free finish line beverage) • VIVA Tequila Seltzer - Racer beer (in festival: supplied and handed out by Kid's Fit Foundation) • Athletic Brewing Co - Non-alcoholic sampling sponsor (in festival) • Reign Energy - non-alcoholic sampling sponsor (festival + registration) • Roo's Locker House - activating partner (10x30 in festival) • Army (local) - activating partner (10x10 in festival) • Lionel University - activation partner (10x10 in festival) Final Sponsor list shall be provided at least 10 days prior to start of Event.

*If the stage will be higher than thirty (30) inches above the ground; an additional permit is required.

4.33 PERMITTEE shall be allowed to sell merchandise on-site and must comply with the following:

4.33.1 PERMITTEE is responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.

4.33.2 PERMITTEE and their employees, volunteers, and all vendors engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean, neat, and easily identifiable.

4.33.3 PERMITTEE and all vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards established by the State Department of Public Health and Monterey County Health Department.

4.33.4 PERMITTEE and all vendors shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by PERMITTEE within said concession plot for such purpose; and shall keep the area within and surrounding said concession plot free from all rubbish and debris. PERMITTEE and all vendors shall recycle to the greatest extent possible.

4.33.5 PERMITTEE and all vendors shall post, in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under this Permit.

4.34 PERMITTEE shall provide and use the following equipment for setup, Event days, and teardown of their racecourse and obstacles:

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Four (4) 4WD 3/4-ton Pickup Trucks Two (2) 4WD SUVs	Ten (10) – Utility Terrain Vehicles
Two (2) Skid Steers	One (1) Telehandler
One (1) Excavator (limited use to dig obstacles only-typically operated by venue)	One (1) Flatbed Truck
Staff are equipped with goggles, hard hats, safety vests, earplugs, DOT helmets, and gloves for personal protection.	

Adherence to Section 4.18 regarding protective measures for turf and field during setup and teardown will be strictly enforced.

4.35 PERMITTEE shall not engage in or have fundraising activities during the Event.

4.36 PERMITTEE shall be responsible for submitting electronic copy of Event signage a **minimum of (7) seven days before** Event for COUNTY approval.

4.37 PERMITTEE shall have amplified music or sound **only during the 7:00 a.m. - 9:00 p.m. time period**.

4.37.1 PERMITTEE shall use twenty-four (24) public announcement (PA) speakers, a mixing board, and microphone.

4.37.2 PERMITTEE shall position all speakers in the opposite direction of the neighboring residential homes to keep the amplified music or sound from disturbing neighboring residents. All amplified music or sound must meet the COUNTY Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBa at fifty (50) feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.

4.38 PERMITTEE shall abide by COUNTY quiet hours extending from 9:00 p.m. - 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. PERMITTEE must fully comply with Monterey County Code Chapter 10.60 - Noise Control.

4.39 PERMITTEE shall be responsible for all equipment used at the Event and shall be allowed to set up no more than the number of tents identified below.

Basecamp/headquarters area will hold 7 – 53" trailers and one 20x40 Tent.	
10'x10' – Fifteen (15)	20'x40' – Two (2)
10'x20' - Twenty (20)	40'x100' Tent to be rented
20'x20' – Twelve (12)	

4.39.1 PERMITTEE shall have electrical and lighting inside tents and shall obtain the necessary permits through County of Monterey House and Community Services Development department.

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4.39.2 In the event of rain, PERMITTEE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.

4.39.3 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies exceed four hundred (400) square feet, PERMITTEE shall obtain any required permits from Monterey County, Housing and Community Services Development and from Monterey County Regional Fire Department prior to Event. PERMITTEE is solely responsible for obtaining and paying for all permits.

4.40 PERMITTEE shall be present at the Facility for any delivery or pickup of equipment.

4.41 PERMITTEE shall maintain supervision of all equipment during the setup of the Event and during the Event.

4.42 PERMITTEE shall provide a Course Marshal and post signage at each crossing during Event. PERMITTEE shall be responsible for removing posted signage **no later than 8:00 p.m. on the last day of the Event**.

4.43 PERMITTEE shall return all on-site picnic tables, if moved for the Event, to their original locations after the Event.

4.44 It is mutually agreed that this Permit and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.

4.45 PERMITTEE shall have the right to film, photograph, and broadcast the Event at the Facility.

4.45.1 PERMITTEE shall have the right to use such photographs in advertising and publication of the Event.

4.45.2 PERMITTEE shall not use a drone to obtain film, photographs, or broadcast of the Event.

4.45.3 PERMITTEE shall provide copies of video and photographs of the Event upon COUNTY request.

4.46 PERMITTEE shall provide COUNTY with the Event flyer to post on COUNTY Parks website no later than thirty (30) days prior to Event.

4.47 PERMITTEE and COUNTY acknowledge that PERMITTEE shall award monetary prize(s) to winners and runners-up during the Event.

B. COUNTY

1.0 COUNTY shall post Event information on the COUNTY Parks website. PERMITTEE hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.

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2.0 COUNTY will invoice PERMITTEE for any damages not repaired, removal of PERMITTEE property and any cleanup performed by COUNTY as a result of PERMITTEE leaving Facility in an unsatisfactory condition. Payment of invoice in full is due within thirty (30) days of date of invoice.

5.0 INDEMNIFICATION

5.1 PERMITTEE 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 attorney 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 Permit, 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 PERMITTEE's performance of this Permit, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County (or its employees, agents or contractors). "PERMITTEE's performance" includes PERMITTEE's action or inaction and the action or inaction of PERMITTEE's officers, employees, volunteers, agents, and subcontractors.

5.2 PERMITTEE shall obtain a signed waiver of liability which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its officers, employees, agents, or contractors:

I, Attendee, realize and acknowledge that this is an event, generally described as _____ (the "Event"). I realize that this Event could be vigorous and hazardous and possibly dangerous to life and limb. I realize and understand that injuries to myself could occur. With full knowledge of the above facts and warnings, I agree to participate in the Event and assume all risks in and related to that participation. I do hereby for myself, my heirs, assigns, executors, and administrators, release and forever discharge the County, and any and all of its respective employees, officers, members, representatives, and successors and assigns from any and all claims and causes of action by reason of any injury or injuries of whatever nature which have or may be sustained, or which have or may occur to myself during the Event.

6.0 INSURANCE AND EVIDENCE OF COVERAGE

6.1 Evidence of Coverage: Prior to commencement of this Permit, PERMITTEE 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, PERMITTEE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. PERMITTEE shall not proceed with performance under this Permit, and COUNTY shall have no liability, until PERMITTEE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of PERMITTEE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold

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Harmless clauses in this Permit, which shall continue in full force and effect. Failure by PERMITTEE to maintain such insurance is a default of this Permit, which entitles COUNTY, at its sole discretion, to terminate this Permit immediately.

6.2 Qualifying Insurers: All insurance required by this Permit shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. 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 COUNTY.

6.3 Insurance Coverage Requirements: Without limiting PERMITTEE's duty to indemnify, PERMITTEE shall maintain in effect throughout the term of this Permit a policy or policies of insurance with the minimum limits of liability as listed in this section.

6.3.1 **Commercial General Liability** Insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than $25,000,000 per occurrence and $25,000,000 in the aggregate, of which insurance required in excess of $1,000,000 may be covered by a so-called "umbrella" or "excess coverage" policy;

6.3.2 **Business Automobile Liability Insurance** covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage in an amount not less than $25,000,000 per accident, of which insurance required in excess of $1,000,000 may be covered by so-called "umbrella" or "excess coverage" policy;

6.3.3 **Workers' Compensation Insurance** covering all of its employees to the applicable statutory limit and Employers' Liability Insurance in an amount not less than $1,000,000**;** and

6.3.4 **Liquor Liability Insurance**, (held by PERMITTEE's third-party beverage vendor where applicable), in an amount not less than $2,000,000 per occurrence.

6.3.5 **Commercial general liability and automobile liability policies required by this Permit shall provide an endorsement naming the County of Monterey, its officers, officials, agents, employees and volunteers as Additional Insureds with respect to liability arising out of the PERMITTEE's work, including ongoing and completed operations, and shall further provide an endorsement stating that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by PERMITTEE's insurance.**

6.4 Other Insurance Requirements: Unless otherwise specified by this Permit, 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

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for a period of three (3) years following the date PERMITTEE completes its performance of services under this Permit.

Each liability policy shall provide that 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 PERMITTEE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Permit, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Permit by COUNTY, PERMITTEE shall file certificates of insurance with COUNTY, showing that PERMITTEE has in effect the insurance required by this Permit. PERMITTEE 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 Permit, which shall continue in full force and effect.

7.0 RELATIONSHIP

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. PERMITTEE shall clearly establish at all times during the Event that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or PERMITTEE's conduct of same. COUNTY makes no representation or warranty with respect to the suitability of Facility for PERMITTEE activities conducted hereunder.

8.0 RULES AND REGULATIONS

8.1 All Rules and Regulations set forth in **Exhibit D**, are hereby made a part of this Permit, and PERMITTEE agrees that it has read this Permit and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent, in writing, by the Parties hereto.

8.2 In the event PERMITTEE fails to comply in any respect with the terms of this Permit and the Rules and Regulations incorporated herein, all payments for this Facility shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to terminate this Permit and reenter and use the Facility in any manner deemed in the best interests of COUNTY.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notices to the Parties of this Permit shall be to the Parties and their Permit representatives indicated in the signature section below.

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9.2 This Permit is not binding upon COUNTY until it has been approved by the Board of Supervisors and duly accepted and signed by its authorized representative.

9.3 If the Event is cancelled, PERMITTEE is responsible for all refunds that may apply and will hold COUNTY harmless as to any claims by anyone who has a refund of such prepayment for admission, participation in the Event, or any other payment.

9.4 PERMITTEE agrees that any authorized representative of COUNTY shall have access to said premises at all times.

9.5 PERMITTEE must furnish tables and chairs for the Event. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for the Event, must be returned to their original locations after the Event.

9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Permit shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

9.7 No part of this Permit or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.

9.8 In the event of any conflict or inconsistency between the provisions of this Permit and the provisions of any exhibit or other attachment to this Permit, the provisions of this Permit shall prevail and control.

9.9 PERMITTEE acknowledges that it has been advised by COUNTY that the conditions which PERMITTEE is authorized to use the Facility in accordance with this Permit has not been represented as being fit for PERMITTEE's intended use or for any particular use. PERMITTEE acknowledges that it has been advised to inspect the condition, facilities, and other areas PERMITTEE is permitted to use hereunder prior to the issuance of this Permit, and/or prior to PERMITTEE's actual use from time to time. Based upon PERMITTEE's personal inspection or upon PERMITTEE’s right to inspect, PERMITTEE further acknowledges that the conditions, facilities, and other areas are safe and adequate for PERMITTEE's intended use. PERMITTEE shall be responsible for all equipment and for adequate safeguards for the protection of PERMITTEE and others.

9.10 COUNTY and PERMITTEE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Permit by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control. In the event a force majeure event occurs, PERMITTEE shall refund all fees paid except the Nonrefundable Application Fee and Processing Fee as noted in Section 3.1.

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10.0 The parties to this Permit consent to the use of electronic signatures via DocuSign to execute this Permit. 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 Permit hereby authenticate and execute this Agreement, and any and all Exhibits to this Permit, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

INTENTIONALLY LEFT BLANK

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IN WITNESS WHEREOF, the Parties hereto have executed this Permit, which shall be effective as of the last date opposite the respective signatures below.

SPARTAN RACE, INC.

By: Signed by: D1E86B46B91548A... (Signature of Chair, President, Or Vice President)

Parks

Its: COO
Print Name and Title

Address: 234 Congress Street
Boston, MA 02110-2429

Date: 4/7/2026 | 12:42 PM PDT

By: Signed by: Samuel Rather 4DFFB794E279481... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Secretary
Print Name and Title

Date: 4/7/2026 | 12:52 PM PDT

COUNTY OF MONTEREY

By: _____
Randell Ishii, MS, PE, PTOE, Director
Department of Public Works, Facilities, & Parks

Address: Public Works, Facilities, & Parks
1441 Schilling Place, 2nd Floor S
Salinas CA 93901

Date: _____

Approved as to form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Mike Whilden 2C6F38174D4940D... Michael J. Whilden
Deputy County Counsel

Date: 4/7/2026 | 1:33 PM PDT

The following exhibits are incorporated by reference and constitute a part of this Permit:
Exhibit A Prohibited Areas
Exhibit B Plans
Exhibit C Maps
Exhibit D Rules and Regulations Governing Special Events
Exhibit E Special Provisions

All plans and maps will be updated upon final approval by other County departments or outside agencies and will be incorporated into this Permit.

APPROVALS			
	Permit Coordinator	**Insurance Review**	**Parks Administration**
Initials			
Date			

California Environmental Quality Act Guidelines

Section 15304. Minor Alterations to Land

Class 4 consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. Examples include but are not limited to:

(a) Grading on land with a slope of less than 10 percent, except that grading shall not be exempt in a waterway, in any wetland, in an officially designated (by federal, state, or local government action) scenic area, or in officially mapped areas of severe geologic hazard such as an Alquist-Priolo Earthquake Fault Zone or within an official Seismic Hazard Zone, as delineated by the State Geologist.
(b) New gardening or landscaping, including the replacement of existing conventional landscaping with water efficient or fire-resistant landscaping.
(c) Filling of earth into previously excavated land with material compatible with the natural features of the site.
(d) Minor alterations in land, water, and vegetation on existing officially designated wildlife management areas or fish production facilities which result in improvement of habitat for fish and wildlife resources or greater fish production.
(e) Minor temporary use of land having negligible or no permanent effects on the environment, including carnivals, sales of Christmas trees, etc.
(f) Minor trenching and backfilling where the surface is restored.
(g) Maintenance dredging where the spoil is deposited in a spoil area authorized by all applicable state and federal regulatory agencies.
(h) The creation of bicycle lanes on existing rights-of-way.
(i) Fuel management activities within 30 feet of structures to reduce the volume of flammable vegetation, provided that the activities will not result in the taking of endangered, rare, or threatened plant or animal species or significant erosion and sedimentation of surface waters. This exemption shall apply to fuel management activities within 100 feet of a structure if the public agency having fire protection responsibility for the area has determined that 100 feet of fuel clearance is required due to extra hazardous fire conditions.

Introduced: 4/8/2026

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 or designee to execute a non-Standard Agreement between Hach Company and the County of Monterey for services to monitor water treatment plant equipment at Lake Nacimiento and Lake San Antonio, South Shore with a term beginning May 1, 2026 through April 30, 2029, for an amount not to exceed of $200,000;
b. Approve Contract Addendum to Standard Agreement for non-standard clauses including Services, Indemnification, Limitation of Liability, Warranty, Intellectual Property; Information Technology; Privacy; Performance Guarantees; Acceptance and Set off; Funds Transfers; and Miscellaneous; and
c. Execute up to two (2) future amendments to the non-Standard Agreement where each amendment does not exceed 10% ($20,000), of the agreement amount and do not significantly change the scope of work, subject to County Counsel approval, for an aggregate total contract amount of $240,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Public Works, Facilities and Parks or designee to execute a non-Standard Agreement between Hach Company and the County of Monterey for services to monitor water treatment plant equipment at Lake Nacimiento and Lake San Antonio, South Shore with a term beginning May 1, 2026 through April 30, 2029, for an amount not to exceed of $200,000;
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c. Execute up to 2 future amendments to the non-Standard Agreement where each amendment does not exceed 10% ($20,000), of the agreement amount and do not significantly change the scope of work, subject to County Counsel approval, for an aggregate total contract amount of $240,000.

SUMMARY:
The Department of Public Works, Facilities and Parks requests approval to contract with Hach Company (Hach) for the monitoring of equipment at water treatment plants at Lakes Nacimiento and San Antonio. Services include field service and preventative maintenance services.

DISCUSSION:

Hach Company is a global leader in developing innovative solutions that help customers analyze water more efficiently and effectively. Hach products are used worldwide in laboratory, field, and in-process applications across municipal and industrial facilities. Hach supports customers in making informed decisions to ensure regulatory compliance, improve energy efficiency, reduce production waste, enhance product quality, and optimize utilities management.

Hach will provide monitoring services for County equipment at water treatment plants located at Lakes Nacimiento and San Antonio South Shore. Services include inspection, calibration, and maintenance of water quality monitoring instruments. Regular calibration and maintenance are essential to ensure the equipment remains fully operational and compliant with drinking water regulatory requirements. All calibration services will be performed by qualified professionals. Upon completion of field performance services, Hach will issue a Certificate of Instrument Performance to verify that the equipment meets required operational standards.

Hach submitted a Contract Addendum to the County's Standard Agreement for non-standard clauses for Services, Indemnification, Limitation of Liability, Warranty, Intellectual Property; Information Technology; Privacy; Performance Guarantees; Acceptance and Set off; Funds Transfers; and Miscellaneous.

Staff requests the Board of Supervisors approve and authorize the Director of Public Works, Facilities and Parks or designee to execute the proposed Non-Standard Agreement and Addendum (Attachment A) with Hach for a term of May 1, 2026 to April 30, 2029, and to execute up to two future amendments for an aggregate not to exceed total of $240,000.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel, Risk Manager and Auditor-Controller's Office reviewed and approved the proposed Non-Standard Agreement and Addendum as to form and fiscal provisions, respectively.

FINANCING:
There is sufficient funding in the Fiscal Year 2025-2026 Adopted Budget, for General Fund 001, Park Operations Appropriation Unit PFP058. Future costs will be included in the respective fiscal year recommended budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The Department of Public Works, Facilities and Parks - Parks and Lakes Division - is responsible for maintaining County Parks infrastructure. Monitoring water treatment plants at Lakes Nacimiento and San Antonio ensures a safe and healthy environment for the public to enjoy, supporting community well-being, enhancing quality of life, and contributing to safe and resilient communities.

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

Prepared by: Dona Luna, Management Analyst III, (831) 755-5455
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - proposed Non-Standard Agreement

Introduced: 4/8/2026

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

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_X_ Safe and Resilient Communities
___ Diverse and Thriving Economy

Prepared by: Dona Luna, Management Analyst III, (831) 755-5455
Reviewed by: Bryan Flores, Chief of Parks

Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

Attachments:
Attachment A - proposed Non-Standard 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:

HACH COMPANY

(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: CONTRACTOR shall monitor equipment at our Water Treatment Plants at Lake Nacimiento and Lake San Antonio, South Shore.

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: **$** 200,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from May 1, 2026 to April 30 2029, 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: HACH CONTRACT ADDENDUM

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.

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

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.

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,

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,

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:	**FOR CONTRACTOR:**
Chief of Parks	Hach Attention: Legal
Name and Title	Name and Title
1441 Schilling Place, 1st Floor Salinas CA 93901	5600 Lindbergh Drive Loveland CO 80538
Address	Address
(831) 755-4895	(800) 227-4224
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

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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.

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: Signed by: Michael J. Whilden
2C6E38174D4940D...
County Counsel

Date: 4/7/2026 | 2:55 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz
E79EF64E57454F8...
Auditor/Controller

Date: 4/8/2026 | 9:38 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: DocuSigned by: David Bolton
2E7A6EE11DD8446...
David Bolton, Risk Manager

Date: 4/7/2026 | 3:01 PM PDT

CONTRACTOR

HACH COMPANY
DocuSigned by: Contractor/Business Name *

By: Christen Topping
EA181ABEBC2748E...
(Signature of Chair, President, or Vice-President)

Christen Topping — Service Contract Renewals Manager, NA
Name and Title

Date: 4/7/2026 | 11:23 AM PDT

By: Signed by: Theresa Duginski
C98EB0885B8F48C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Theresa Duginski — Contract Terms Specialist
Name and Title

Date: 4/7/2026 | 2:44 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.

EXHIBT A
SCOPE OF WORK

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 monitor equipment at our Water Treatment Plants at Nacimiento and Lake San Antonio, South Shore.

These monitors include water quality monitoring equipment. The equipment requires regular calibration and maintenance to stay operable, and acceptable to our drinking water regulator. This calibration must be done by qualified professionals.

Field Service Partnership (FSP)
A Field Service Partnership (FSP) will cover instrument calibration and certification (including a Certificate of Instrument Performance), factory recommended maintenance, on-site priority repair (including travel, parts, and labor), software upgrades, and priority technical support for instruments listed under the service offering after it passes evaluation. Acts of abuse/God/Nature and not covered under the agreement.

Preventative Maintenance Partnership (PMP)
A Preventative Maintenance Partnership (PMP) will cover the onsite maintenance/verification of instrument performance. Reporting/Certificate of Performance, and basic end-user training for instruments listed under that service offering but does not cover any repairs. This service includes the number of on-site visits listed on the quote for each offering. Acts of abuse/God/Nature and not covered under Service Partnership.

A.2 CONTRACTOR shall produce the following deliverables (written reports, installed products, etc.) by the dates indicated below:

A Certificate of Instrument Performance after field performance services are completed.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$200,000** 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 rates or in accordance with the following terms:

Lake San Antonio			
Description	**Visits per year**	**Price**	**Total**
FSPTU53XX	3	$1,133.00	$3,399.00
FSPCL17SC	1	$1,222.00	$1,222.00
FSPSC4200C	3	$434.00	$1,302.00
PMP-GLPHORP-1V	1	$359.00	$359.00
HACH PM EVAL	1	$00.00	$00.00
Total			$7,415.00

Lake Nacimiento			
Description	**Visits per year**	**Price**	**Total**
FSPTU53XX	4	$1,133.00	$4,532.00
FSPCL17SC	1	$1,222.00	$1,222.00
FSPSC4200C	3	$434.00	$1,302.00
Total			$5,328.00

(ALL TAXABLE ITEMS SHOULD BE CLEARLY IDENTIFIED. It is preferable to state the tax rate applied in parenthesis and all taxes should be listed as a separate line item.)

CONTRACTOR shall provide a written cost estimate to County for identified additional/emergency services to be performed by CONTRACTOR.
Additional/emergency services shall not be provided unless authorized in writing by County's Administrative Operations Manager or Chief of Parks (for all Monterey County Parks).
No travel reimbursement shall be allowed during this Agreement. Travel is included in the pricing.

CONTRACTOR warrants that the cost charged for services under the terms of this Agreement are not in excess of those charged to any other client for the same services performed by the same individuals.

Retention: County shall withhold ten percent (10%) from each payment until final acceptance by County of the completion of the project (or final report, etc.).

B.2 CONTRACTOR'S 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.

Invoices under this Agreement shall be submitted monthly and promptly, and in accordance with Section 6, "Payment Conditions", of the Agreement. All invoices shall reference the Multi-Year Agreement (MYA) number, Project name, and/or services, and

associated Delivery Order (DO) number, and an original hardcopy shall be sent to the following address or via email to PWFP-Finance-AP@co.monterey.ca.us:

County of Monterey
Department of Public Works, Facilities and Parks (PWFP) – Finance Division
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527

Any questions pertaining to invoices under this Agreement shall be directed to the PWFP Finance Division at (831) 755-4800 or via email to: PWFP-Finance-AP@co.monterey.ca.us.

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.

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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Contract Addendum to Standard Agreement
(the "Project")

Parties: County of Monterey (Customer) **Date: February 23, 2026**
Hach Company ("Supplier")

Recitals: Customer and Supplier are entering into a contract for the purchase of Supplier's goods and/or services ("Goods" and/or "Services") related to the Project and, for convenience, are using Customer's standard contract forms ("Customer's Base Contract"). This Contract Addendum (the "Addendum") is intended to provide reasonable revisions to Customer's Base Contract to enable the parties to enter a contract for the purchase of Goods and /or Services related to the Project without prolonged or complex negotiations over terms and conditions. Accordingly, the parties incorporate this Addendum into the Customer's Base Contract and make it an integral part thereof, taking precedence over any contrary or related terms or conditions that may be contained therein, in any purchase orders, or in any other writings, addenda or exhibits constituting part of the agreement between the parties (collectively, the "Agreement").

Revisions: Notwithstanding anything to the contrary contained in the Agreement, the following provisions and rules of construction apply:

1. **Services.** The Services shall be limited to those services specifically described herein. For the avoidance of doubt, and without limitation, Supplier has no responsibility for the supervision or actions of Customer's employees or contractors or for non-Supplier chemicals or equipment and disclaims all liability and responsibility for any loss or damage that may be suffered as a result of such aspects or actions or any other aspects or actions not under Supplier's control.

2. **Indemnification.** Any and all indemnification obligations imposed upon Supplier are limited to the extent of those damages proportionately caused by Supplier's breach of the Agreement, negligence, wrongful conduct, or violations of law. In no case is Supplier liable for any damages caused by negligence, misuse or misapplication of goods by others.

3. **Limitation on Liability.** In no event shall either party be liable for any indirect, special or consequential damages. Seller's aggregate liability under the Agreement should be limited to an amount that is not unreasonably disproportionate to the fees paid to Seller in the prior twelve months period.

4. **Warranty.** Supplier warrants to Customer that each of the Goods conforms to its written warranty set forth in its user manual in effect on the date of purchase, or, if there is no express warranty therein, that each of the Goods will be free from defects in material and workmanship and will conform to the manufacturer's quoted specifications for twelve (12) months from delivery. Warranties do not extend to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. Supplier warrants that it will perform all Services in accordance with its standard practices and that the Services will be free from defects in workmanship for a period of ninety (90) days from their date of performance. If Supplier breaches this warranty and the Customer notifies Supplier of such breach within 30 days of the end of the applicable warranty period, Supplier will, at its option, either replace or repair the nonconforming Goods, or re-perform any nonconforming Services, or refund the amounts paid by Customer to Supplier for the nonconforming Goods and/or Services. THIS IS THE EXCLUSIVE REMEDY FOR ANY BREACH OF WARRANTY. SUPPLIER EXPRESSLY DISCLAIMS ANY REMEDIES OF "COVER" AND ANY WARRANTIES IMPLIED BY LAW, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5. **Intellectual Property; Information Technology; Privacy.** Supplier retains all rights in and to any intellectual property and confidential information created or procured by it or its representatives at any time, and Customer receives licenses to use such intellectual property and information only to the extent provided by implied license under applicable law. No Customer information technology requirements apply, except the extent such requirements specifically apply to equipment being sold to Customer. To help ensure mutual compliance with applicable privacy laws, Customer will not provide to or share with Company any personal data or personally identifiable information.

6. **Performance Guarantees.** All product warranties and guarantees shall only be enforceable if (a) all equipment is properly installed, inspected regularly and is in good working order, (b) all operations are consistent with Supplier recommendations, (c) operating conditions at the Customer site have not materially changed and remain within

anticipated specifications, and (d) no reasonably unforeseeable circumstances exist or arise.

7. Acceptance and Set-off. Except to the extent agreed upon in writing by Supplier's CFO, all Goods and Services are deemed accepted upon delivery and early payment discounts do not apply. Any set-off rights in the Agreement notwithstanding, Customer bears the customary burden of proof with respect to any amounts invoiced by Supplier but not paid by the invoice due date. This revision does not adversely impact any of Customer's rights under Supplier's warranties.

8. Funds Transfers. Customer and Supplier both recognize that there is a risk of banking fraud when individuals impersonating a business demand payment under new banking or mailing instructions. To avoid this risk, Customer must verbally confirm any new or changed bank transfer or mailing instructions by calling Supplier and speaking with Supplier's accounts receivable contact before mailing or transferring any monies using the new instructions. Both parties agree that they will not institute mailing or bank transfer instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any payment instruction changes before any new or outstanding payments are due using the new instructions.

9. Miscellaneous. Except to the extent signed by a duly authorized representative of an affiliate of Supplier, the Agreement does not bind any affiliates of Supplier. Supplier is not subject to any audit rights in favor of the Customer, except for audit rights (under reasonable conditions) directly related to Supplier's compliance with laws and regulations (*e.g.*, safety) which are directly applicable to Supplier's Goods and/or Services purchased under this Agreement. Supplier is not obligated to purchase or carry Professional Liability or E&O Insurance coverage, provide copies of Supplier's policies, or provide waivers of subrogation. Supplier may include Customer and their Affiliates as an Additional Insured party. Nothing in the Customer's Base Contract supersedes or nullifies this Addendum. Supplier's obligations under the Agreement will only be modified by written agreement of Supplier through the same duly authorized representative who signed this Addendum, or such person's duly authorized successor. Except as provided herein, neither party agrees to any contractual clause or provision, that waives such party's ordinary and standard rights, including, but not limited to, the right to retain party's own counsel and each party's right to determine facts and circumstances in the event of a dispute.

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives, intending thereby to be legally bound.

County of Monterey:	**Hach:**
By:_____	By: DocuSigned by: Christen Topping EA101ADFBC2740F...
Name:_____	Name: Christen Topping
Title:_____	Title: Service Contract Renewals Manager, NA
Date:	Date: 4/7/2026 | 11:23 AM PDT

Confidential - Company Proprietary

County of Monterey

Board Report

Legistar File Number: 26-373

Item No.29

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

April 21, 2026

Introduced: 4/17/2026
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Addenda/Supplemental

Revised language in Item No. 8 under Scheduled Matters - PM to include the name of the Board Member (Church's name in the title) who made the referral.

Docusign Envelope ID: 1655BD09-FE26-45BE-8CB5-55B8BD396636

SPECIAL EVENT USE PERMIT BETWEEN COUNTY OF MONTEREY AND SPARTAN RACE, INC.

This Special Event Use Permit ("Permit") by and between the County of Monterey, a political subdivision of the State of California, hereinafter called "COUNTY," and Spartan Race, Inc., hereinafter called "PERMITTEE" is hereby entered into between COUNTY and PERMITTEE (collectively, the "Parties") and effective as of the last date opposite the respective signatures below.

In consideration of the mutual covenants and conditions set forth in this Permit, the Parties agree as follows:

1.0 GENERAL DESCRIPTION

1.1 PERMITTEE desires to secure from COUNTY certain rights and privileges and to conduct the Monterey Spartan Super 10K and Sprint 5K Weekend with obstacles, and The Monterey Spartan Trail Race 10K, 21K & 50K without obstacles (collectively the "Event") on May 29-31, 2026 to be held at Toro Park (collectively the "Facility"), in Monterey County, California.

1.2 COUNTY hereby grants to PERMITTEE the right to occupy the Facility for the purposes hereinafter set forth, subject to the terms and conditions of this Permit:

1.2.1 The Facility is provided on an "as is" basis. It is the responsibility of PERMITTEE to inspect the Facility prior to its use, and such use shall confirm that PERMITTEE has determined that the Facility is appropriate and safe for its purposes.

1.2.2 Munitions Training – Intentionally Deleted

1.2.3 BRAC Prescribed Burn – Intentionally Deleted

1.2.4 Prescribed Burn Evacuations – Intentionally Deleted

1.2.5 Potable Water – Intentionally Deleted

1.2.6 The purposes of use of the Facility shall be limited to: activities directly associated with the Event.

1.2.7 During the term of this Permit, a maximum of three thousand five hundred (3,500) attendees on May 30, 2026, and a maximum of five thousand (5,000) attendees on May 31, 2026, may participate in the Event, including all staff, volunteers, participants and spectators. PERMITTEE will have fifty (50) employees and seventy-five (75) volunteers.

1.2.8 PERMITTEE shall be allowed to begin Event setup and complete all teardown, cleanup, and remediation of the property as set forth below:

Event Information	Dates	Times
Set-up Dates/Time	May 22 – May 29, 2026	7:00 a.m. – 6:00 p.m.
Event Dates	May 30 – May 31, 2026	6:00 a.m. – 8:00 p.m.*
Clean Up Dates	June 1-3, 2026	7:00 a.m. – 6:00 p.m.

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* PERMITTEE shall fully comply with Monterey County Code Chapter 10.60 - Noise Control. See Section 4.37.

1.2.9 PERMITTEE agrees that the Facility will be open to the public all days except the two (2) Event days (Saturday, May 30th, and Sunday, 31st).
- 1.2.9.1 PERMITTEE shall build the racecourse and obstacles in a manner that does not interfere with public use of the Facility on a commercially reasonable basis, and obstacles shall be secured from public use.
- 1.2.9.2 COUNTY shall not reserve group areas May 22 – May 25, 2026.
- 1.2.9.3 PERMITTEE shall have the right to exclude the public from use of Facility areas where construction of the racecourse and/or obstacles is taking place.

1.2.10 PERMITTEE shall not use or otherwise access areas outlined in **Exhibit A – Prohibited Areas** attached to and made part of this Permit.

2.0 SERVING AND CONSUMPTION OF ALCOHOL

2.1 Serving and consumption of alcohol shall be allowed at the Facility, pursuant to the terms of this Permit as set forth below.

2.2 PERMITTEE (or its designated third-party beverage provider) shall:

- 2.2.1 Prevent over-consumption, underage drinking, and other alcohol-related concerns.
- 2.2.2 Check the identification (ID) of all guests and make certain those without acceptable ID or those underage do not consume alcoholic beverages.
- 2.2.3 Offer food for sale along with alcoholic beverages.
- 2.2.4 Provide non-alcoholic beverages.
- 2.2.5 Restrict alcohol to a designated area only and not allow it to be taken out of the designated area.
- 2.2.6 Obtain all necessary permits from all associated regulatory agencies.

2.3 PERMITTEE is responsible for the actions of Event guests and for enforcing the above. A point of contact for PERMITTEE, or its designated third-party beverage provider, must physically be present during the period(s) in which alcoholic beverages are present.

2.4 PERMITTEE shall be responsible for payment to cover any damages that occur to the Facility and additional cleanup directly related to, or directly arising from, the service and consumption of alcohol.

3.0 PAYMENT PROVISIONS

3.1 PERMITTEE agrees to pay COUNTY for the rights and privileges hereby granted as follows:

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Site Rental Fee	Description			Total Fees
Non-refundable Application Fee				$300.00
Site Fee	Toro Park site fee of eighty thousand dollars ($80,000.00) for this Event shall be paid as follows:			
Initial Payment; Nonrefundable if cancelled.	Payment is due no later than three (3) days after County approval of this Permit.			$25,000.00
Final Payment	Site Fee Balance due no later than May 15, 2026.			$63,000.00
Reservation Sites (12)	Closed May 22 – May 25, 2026			$ 8,725.00
Park Rangers on-site for Event days (May 30-31, 2026)				
Supervising Ranger	$116.68/hour	10 hours/day	2 days	$2,333.60
Ranger III	$89.48/hour	10 hours/day	2 days	$ 1,789.60*
Total Event Fees				**$ 101,148.20**
Deposit - Refundable Cleaning/Damage – Due no later than three (3) days after County approval of this Permit. PERMITTEE shall deliver to COUNTY a certified check payable to County of Monterey as security to guarantee payment of: 1. Any monies which may be payable to COUNTY under this Permit. 2. Any damage to Facility property, caused by PERMITTEE and/or participants and spectators at the Event. 3. Utility charges, if any. a. COUNTY assistance requested during PERMITTEE's use of the Facility not previously identified in this Permit, including but not limited to, assistance during set-up and teardown of obstacles and structures, equipment, repair work, monitoring, and supervision; calculated on a time-and-materials basis. b. Removal by COUNTY of such PERMITTEE's personal property as may be left on the premises in violation of terms of this Permit. c. Cost to COUNTY of restoring premises occupied and left by PERMITTEE in unsatisfactory condition in contravention to the restoration procedures described herein. d. COUNTY will return this security, or unused portions of this security, within one hundred twenty (120) days following the last day of the Event. Neither the provisions of this section, any bond or security accepted by COUNTY pursuant thereto, nor any damages recovered by COUNTY thereunder shall be constructed to excuse faithful performance by PERMITTEE or limit the liability of PERMITTEE under this Permit or for damages, either to the full amount of the bond/security or otherwise.				$ 50,000.00
TOTAL FEES DUE PRIOR TO EVENT (including refundable deposit)				**$151,148.20**

*Should Ranger or County staff Services be required longer than hours included in this Permit, PERMITTEE will be invoiced for additional time on a time-and-materials basis.

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3.2 Additional Services

PERMITTEE shall reimburse COUNTY for any additional PERMITTEE requested services during use of the Facility not previously identified in this Permit on a time-and-materials basis. These services may include, but are not limited to, staff assistance, equipment, vehicles, repair work, monitoring, and supervision.

PERMITTEE will be charged for PERMITTEE requested services provided by COUNTY during the Event at the following rates:

Position	Applied Rate	Position	Applied Rate
Chief of Parks	$179.48	Supervising Ranger	$116.68
Admin Ops Manager	$137.57	Park Ranger III	$101.75
Parks Supervisor	$75.49	Park Ranger II	$91.72
Building & Grounds II	$67.32	Park Service Aide I	$51.54
Utility & Water Specialist	$80.04	Park Service Aide II	$51.54
		Park Service Aide III	$59.00

PERMITTEE shall make payment to COUNTY within thirty (30) days from date of invoice.

3.3 Special Event Application

A Facility Use Application and the Special Event Questionnaire have been completed and are on file with the COUNTY. This aforementioned application includes the reasons why the proposed Event is considered compatible with the use of the COUNTY Parks System, methods for collecting special use fees, maximum attendance at the Event, methods of limiting attendance, estimated gross receipts, items to be sold at the Event, individual(s) responsible for the Event, parking arrangements, fire, and police protection, etc. Execution of this Permit constitutes an approval of the Facility Use Application and all statements therein made become a part of the terms and conditions of this Permit.

4.0 GENERAL OBLIGATIONS

A. PERMITTEE

4.1 PERMITTEE shall coordinate all setup activities with COUNTY Parks Administrative Operations Manager, including all course marking, signage placement, arrow markings on the ground, flags, cone placements, electrical outlet usage.

4.2 In the event PERMITTEE requires delivery/drop off materials and supplies prior to set-up date, PERMITTEE may do so at an area designated by COUNTY Parks Administrative Operations Manager no sooner than May 21, 2026.

4.3 PERMITTEE shall arrange for all participants and spectators to park at Laguna

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Seca Raceway and shall have a shuttle to bring participants and spectators to the Facility. PERMITTEE staff shall park in Facility parking lots adjacent to festival area.

4.4 PERMITTEE has contracted to use Laguna Seca Recreational Area for parking and shall shuttle participants to and from the Facility.

4.4.1 PERMITTEE shall provide staff to monitor parking on adjacent roads outside the Facility to ensure no driveways or private property is blocked during the entirety of the Event. Vehicles parked in violation of the California Vehicle Code will be subject to ticketing and towing.

4.5 PERMITTEE shall provide written notice of the Event to neighboring residents of the Facility who may be impacted by the Event at least two (2) weeks prior to Event and again one (1) week prior to the Event.

4.6 PERMITTEE shall be required to obtain all permits and licenses required under this Permit. These may include but are not limited to the Monterey County Regional Fire District, California Highway Patrol, Federal Aviation Administration, Monterey County Health Department, Monterey County Sheriff's Office, and California Department of Transportation (CalTrans).

4.7 PERMITTEE, its agents, employees, volunteers, and patrons shall be responsible to act in accordance with and to obey all federal, state, and local laws related to and/or required to engage in the Event, its conduct, and its performance under this Permit.

4.8 PERMITTEE shall be responsible for providing notice to all attendees that they must obey all federal, state, and local laws and vehicle codes when parking outside the Facility.

4.9 PERMITTEE shall use reasonable best efforts to keep the premises in a clean and sanitary condition while using the Facility.

4.10 PERMITTEE shall furnish copies of all permits or authorizations from outside agencies, as appropriate, to COUNTY at least two (2) weeks prior to the event.

4.11 PERMITTEE shall be solely responsible for the selection and/or employment of any and all volunteers and staff members.

4.12 PERMITTEE staff specifically are not COUNTY employees.

4.13 PERMITTEE shall complete all required plans and approvals for the Event at least thirty (30) days prior to the Event as outlined in **Exhibit B - Plans** incorporated by reference and made part of this Permit.

4.14 PERMITTEE shall complete all required site maps and approvals for each event at least sixty (60) days prior to the event as outlined in **Exhibit C – Maps,** incorporated by reference and made part of this Permit.

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4.15 PERMITTEE shall comply with COVID-19 Health and Safety measures as required and recommended by California Department of Public Health and California Division of Occupational Safety and Health (DOSH), better known as Cal/OSHA.

4.16 PERMITTEE shall not commit or permit any injury or damage to any part of Facility, or its appurtenances, nor placement of any waste thereon. All property utilized by PERMITTEE during the operations contemplated hereby shall be returned to COUNTY in the same condition or state of repair after each program use, reasonable wear and tear excepted.

4.17 Only existing trails may be used. New trails may not be constructed in any area.

4.18 PERMITTEE shall use reasonable best efforts to return COUNTY property to its original condition at its sole cost.

4.19 PERMITTEE shall lay down heavy-equipment pressure plates or plywood with a minimum thickness of 3/4" when driving or tracking vehicles larger than a 3/4-ton pickup (gross tonnage weight) or heavy equipment across turf and field areas.

4.20 PERMITTEE shall promptly arrange and pay to have repairs made for any damage to or other facilities arising out of PERMITTEE's operation hereunder. PERMITTEE shall complete all environmental repairs, as agreed to with COUNTY representatives, within seven (7) days following the event. If repairs are not completed to the satisfaction of COUNTY, COUNTY will have repairs performed and deduct the cost from the security deposit.

4.21 A representative for PERMITTEE and COUNTY shall conduct mandatory pre-Event and post-Event walk-throughs of the Facility as follows:

Pre-Event Walk-through	Week of arrival for set up
Post-Event Walk-through	No later than June 3, 2026

4.21.1 Each Walk-through shall be documented with notes and photographs and agreed-upon by both Parties.
4.21.2 During the post-Event walk-through, the Parties will mutually agree on any restoration, including repairing turf/fields and any damaged irrigation components.
4.21.3 COUNTY shall provide a written Restoration Letter based on discussions during the walk-through, which will include notes and photographs from both pre-Event and post-Event walk-throughs.
4.21.4 PERMITTEE shall return areas used by PERMITTEE to pre-Event condition, and in compliance with the Restoration Letter **to the satisfaction of COUNTY** as established during pre-Event walkthroughs(s) with COUNTY and PERMITTEE's representatives.

4.22 PERMITTEE shall promptly arrange and pay to have repairs made for any damage, arising out of PERMITTEE's operation hereunder, in order to return the

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Facility to its pre-Event condition as soon as possible within seven (7) days following the mandatory post-Event walk-through.

4.23 PERMITTEE shall be responsible for and promptly pay all taxes and assessments of any kind whatsoever assessed or levied for the use of the premises, including, but not limited to, a taxable possessory interest if one is created by this Permit. The payments of any such taxes, assessments, or charges shall not constitute cause for modification of fees payable by PERMITTEE to COUNTY pursuant to this Permit.

4.24 PERMITTEE shall be responsible for all setup and cleanup and shall engage to the fullest extent possible with recycling activities.

4.25 PERMITTEE shall provide trash dumpsters and recycle containers for the Event.

4.25.1 PERMITTEE shall provide four (4) forty- (40-) yard dumpsters, fifty (50) trash bins, and fifteen (15) labeled recycling bins, which will be placed throughout the Event area during the Event.

4.25.2 PERMITTEE shall be responsible for the collection and disposal of all trash, litter, and recyclable materials created by PERMITTEE, its participants, employees, volunteers, and spectators during the Event.

4.25.3 PERMITTEE shall remove trash and recycling created by the PERMITTEE, its participants, employees, volunteers, and spectators from the Facility on June 3, 2026.

4.26 PERMITTEE shall be responsible for contracting, paying for, and maintaining chemical toilets as required by the California Plumbing Code 2016 Table 422.1 for A-5 Occupancy (outdoor activities) as confirmed by the Public Works, Facilities, and Parks Director or designee. PERMITTEE shall provide the following units:

Description	Quantity	Comments
Portable Water Closet (toilet) units	97	Must be usable by all genders
ADA-Accessible Water Closet	10	Must be usable by all genders
Handwashing Station	11	Must be usable by all genders
Vendor:		
Delivery Date: May 26, 2026		
Date of Service: May 31, 2026		
Removal Date: June 1, 2026		
PERMITTEE shall have all portable units serviced on May 30 & May 31, 2026		

All costs, including but not limited to, maintaining, servicing, and restocking toilet paper, hand towels, soap, etc. associated with the chemical toilets and sinks shall be borne by PERMITTEE. Brick and mortar restrooms will be closed during the Event.

4.26.1 It is the responsibility of the PERMITTEE to provide grey water disposal facilities in food concession areas.

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4.26.2 It is the responsibility of the PERMITTEE to provide portable hand washing facilities in food concession areas.

4.26.3 Any showers provided by PERMITTEE shall be self-contained. No water shall be disposed of on County property.

4.27 PERMITTEE shall be responsible for providing additional police protection or security, at PERMITTEE's expense, during the dates of the Event. PERMITTEE will be using the services of California Southland Private Security.

4.28 PERMITTEE shall be responsible for all security needs.

4.28.1 PERMITTEE staff security will be on-site for overnight security during Event setup and Event teardown.

4.28.2 PERMITTEE shall contract with one of the COUNTY's recommended agencies or the Monterey County Sheriff's Office for all security presence while alcohol is being served or sold during the Event.

4.29 PERMITTEE shall be responsible for providing parking and traffic plans and personnel as required for all parking and traffic control.

4.30 PERMITTEE shall not allow entry or access to said Facility to anyone who is not a vendor, news media, staff, volunteer, participant, or a spectator associated with the Event.

4.31 PERMITTEE shall have the right to sample merchandise during the Event, including FitAid, and shall ensure all vendors comply with Monterey County Health Department requirements and obtain all required permits.

4.32 PERMITTEE shall have the following activities:

Climbing/Rock Wall	Pop Up Tents
Amplified Music or Sound – DJ and PA System	Selling/Serving Alcohol – Feight Club or Kids Fit Foundation
Additional Lighting – Three (3) 6000w light towers	Food will be offered to public
Electricity – Approximately twelve (12) generators ranging from 2000 w to 6000 w	Stage – 16'x16'x2' If the stage will be higher than thirty (30) inches above the ground, an additional permit is required.
Medical Services shall be provided by AMR and Event Medics.	Vendor Booths – PERMITTEE may charge a fee for vendor booths. List of exhibitor and vendors and what they are selling shall be provided at least 10 days prior to start of Event.
PERMITTEE shall charge admission to spectators	PERMITTEE shall charge a participant fee.

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Prepare, serve, and sell food and non-alcoholic beverages. PERMITTEE shall have the following food vendors such as: • Sid's Smokehouse Final Vendor list will be provided at least 10 days prior to start of Event.	PERMITTEE shall have sponsors such as: • Blue Triton Brands - AC+ION water (free finish line water) • LifeAid Beverage Co - FitAid (free finish line beverage) • VIVA Tequila Seltzer - Racer beer (in festival: supplied and handed out by Kid's Fit Foundation) • Athletic Brewing Co - Non-alcoholic sampling sponsor (in festival) • Reign Energy - non-alcoholic sampling sponsor (festival + registration) • Roo's Locker House - activating partner (10x30 in festival) • Army (local) - activating partner (10x10 in festival) • Lionel University - activation partner (10x10 in festival) Final Sponsor list shall be provided at least 10 days prior to start of Event.

*If the stage will be higher than thirty (30) inches above the ground; an additional permit is required.

4.33 PERMITTEE shall be allowed to sell merchandise on-site and must comply with the following:

4.33.1 PERMITTEE is responsible for ensuring that all event vendors comply with the Monterey County Code and all Parks rules and regulations.

4.33.2 PERMITTEE and their employees, volunteers, and all vendors engaged in the operation of concessions where goods to eat or drink are sold shall wear suitable clothing, and said garments are to always be kept clean, neat, and easily identifiable.

4.33.3 PERMITTEE and all vendors selling, dispensing, or distributing food, beverages, and other articles intended for human consumption shall, at all times, maintain pure, clean, adequate, and wholesome stocks which must be kept from all contamination and handled, stored, and served according to the standards established by the State Department of Public Health and Monterey County Health Department.

4.33.4 PERMITTEE and all vendors shall conduct their business in a quiet and orderly manner; shall deposit all rubbish, slop, garbage, tin cans, paper, etc., in receptacles provided by PERMITTEE within said concession plot for such purpose; and shall keep the area within and surrounding said concession plot free from all rubbish and debris. PERMITTEE and all vendors shall recycle to the greatest extent possible.

4.33.5 PERMITTEE and all vendors shall post, in a conspicuous manner at the front entrance to its concession, a sign showing the prices to be charged for all articles offered for sale to the public under this Permit.

4.34 PERMITTEE shall provide and use the following equipment for setup, Event days, and teardown of their racecourse and obstacles:

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Four (4) 4WD 3/4-ton Pickup Trucks Two (2) 4WD SUVs	Ten (10) – Utility Terrain Vehicles
Two (2) Skid Steers	One (1) Telehandler
One (1) Excavator (limited use to dig obstacles only-typically operated by venue)	One (1) Flatbed Truck
Staff are equipped with goggles, hard hats, safety vests, earplugs, DOT helmets, and gloves for personal protection.	

Adherence to Section 4.18 regarding protective measures for turf and field during setup and teardown will be strictly enforced.

4.35 PERMITTEE shall not engage in or have fundraising activities during the Event.

4.36 PERMITTEE shall be responsible for submitting electronic copy of Event signage a **minimum of (7) seven days before** Event for COUNTY approval.

4.37 PERMITTEE shall have amplified music or sound **only during the 7:00 a.m. - 9:00 p.m. time period**.

4.37.1 PERMITTEE shall use twenty-four (24) public announcement (PA) speakers, a mixing board, and microphone.

4.37.2 PERMITTEE shall position all speakers in the opposite direction of the neighboring residential homes to keep the amplified music or sound from disturbing neighboring residents. All amplified music or sound must meet the COUNTY Park sound level limits of County Ordinance No. 2753. Noise levels shall not exceed 50 dBa at fifty (50) feet utilizing an "A" weighted network including group area PA systems, live music bands, as well as individual automobile stereo systems.

4.38 PERMITTEE shall abide by COUNTY quiet hours extending from 9:00 p.m. - 7:00 a.m. Any and all use of amplified sound must be directed away from local residential areas. PERMITTEE must fully comply with Monterey County Code Chapter 10.60 - Noise Control.

4.39 PERMITTEE shall be responsible for all equipment used at the Event and shall be allowed to set up no more than the number of tents identified below.

Basecamp/headquarters area will hold 7 – 53" trailers and one 20x40 Tent.	
10'x10' – Fifteen (15)	20'x40' – Two (2)
10'x20' - Twenty (20)	40'x100' Tent to be rented
20'x20' – Twelve (12)	

4.39.1 PERMITTEE shall have electrical and lighting inside tents and shall obtain the necessary permits through County of Monterey House and Community Services Development department.

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4.39.2 In the event of rain, PERMITTEE shall be allowed to erect additional 10'x10' tents or temporary membrane structures to cover the area being used for the Event.

4.39.3 If the tents or temporary membrane structures exceed four hundred (400) square feet and canopies exceed four hundred (400) square feet, PERMITTEE shall obtain any required permits from Monterey County, Housing and Community Services Development and from Monterey County Regional Fire Department prior to Event. PERMITTEE is solely responsible for obtaining and paying for all permits.

4.40 PERMITTEE shall be present at the Facility for any delivery or pickup of equipment.

4.41 PERMITTEE shall maintain supervision of all equipment during the setup of the Event and during the Event.

4.42 PERMITTEE shall provide a Course Marshal and post signage at each crossing during Event. PERMITTEE shall be responsible for removing posted signage **no later than 8:00 p.m. on the last day of the Event**.

4.43 PERMITTEE shall return all on-site picnic tables, if moved for the Event, to their original locations after the Event.

4.44 It is mutually agreed that this Permit and the privileges granted herein, or any part thereof, cannot be assigned or otherwise disposed of without the written consent of COUNTY.

4.45 PERMITTEE shall have the right to film, photograph, and broadcast the Event at the Facility.

4.45.1 PERMITTEE shall have the right to use such photographs in advertising and publication of the Event.

4.45.2 PERMITTEE shall not use a drone to obtain film, photographs, or broadcast of the Event.

4.45.3 PERMITTEE shall provide copies of video and photographs of the Event upon COUNTY request.

4.46 PERMITTEE shall provide COUNTY with the Event flyer to post on COUNTY Parks website no later than thirty (30) days prior to Event.

4.47 PERMITTEE and COUNTY acknowledge that PERMITTEE shall award monetary prize(s) to winners and runners-up during the Event.

B. COUNTY

1.0 COUNTY shall post Event information on the COUNTY Parks website. PERMITTEE hereby grants a limited, non-transferable, non-sublicensable license to use Spartan Marks for promotion of the Event.

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2.0 COUNTY will invoice PERMITTEE for any damages not repaired, removal of PERMITTEE property and any cleanup performed by COUNTY as a result of PERMITTEE leaving Facility in an unsatisfactory condition. Payment of invoice in full is due within thirty (30) days of date of invoice.

5.0 INDEMNIFICATION

5.1 PERMITTEE 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 attorney 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 Permit, 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 PERMITTEE's performance of this Permit, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County (or its employees, agents or contractors). "PERMITTEE's performance" includes PERMITTEE's action or inaction and the action or inaction of PERMITTEE's officers, employees, volunteers, agents, and subcontractors.

5.2 PERMITTEE shall obtain a signed waiver of liability which includes language similar to the following paragraph from all Event participants, indemnifying and holding harmless the COUNTY, its officers, employees, agents, or contractors:

I, Attendee, realize and acknowledge that this is an event, generally described as _____ (the "Event"). I realize that this Event could be vigorous and hazardous and possibly dangerous to life and limb. I realize and understand that injuries to myself could occur. With full knowledge of the above facts and warnings, I agree to participate in the Event and assume all risks in and related to that participation. I do hereby for myself, my heirs, assigns, executors, and administrators, release and forever discharge the County, and any and all of its respective employees, officers, members, representatives, and successors and assigns from any and all claims and causes of action by reason of any injury or injuries of whatever nature which have or may be sustained, or which have or may occur to myself during the Event.

6.0 INSURANCE AND EVIDENCE OF COVERAGE

6.1 Evidence of Coverage: Prior to commencement of this Permit, PERMITTEE 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, PERMITTEE, upon request, shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to COUNTY, unless otherwise directed. PERMITTEE shall not proceed with performance under this Permit, and COUNTY shall have no liability, until PERMITTEE has obtained all insurance required and such insurance documentation has been provided to and approved by COUNTY. This approval of insurance shall neither relieve nor decrease the liability of PERMITTEE. Acceptance or approval of insurance shall in no way modify or change the Indemnity and Hold

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Harmless clauses in this Permit, which shall continue in full force and effect. Failure by PERMITTEE to maintain such insurance is a default of this Permit, which entitles COUNTY, at its sole discretion, to terminate this Permit immediately.

6.2 Qualifying Insurers: All insurance required by this Permit shall be with a company acceptable to COUNTY and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. 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 COUNTY.

6.3 Insurance Coverage Requirements: Without limiting PERMITTEE's duty to indemnify, PERMITTEE shall maintain in effect throughout the term of this Permit a policy or policies of insurance with the minimum limits of liability as listed in this section.

6.3.1 **Commercial General Liability** Insurance on a current standard occurrence policy form, with coverage for bodily injury (including death), property damage, personal and advertising injury, and contractual liability, in an amount not less than $25,000,000 per occurrence and $25,000,000 in the aggregate, of which insurance required in excess of $1,000,000 may be covered by a so-called "umbrella" or "excess coverage" policy;

6.3.2 **Business Automobile Liability Insurance** covering all owned and non-owned vehicles to be used by it (or which it allows the other party to use), affording protection for bodily injury (including death) and property damage in the form of combined single limit per accident for bodily injury and property damage in an amount not less than $25,000,000 per accident, of which insurance required in excess of $1,000,000 may be covered by so-called "umbrella" or "excess coverage" policy;

6.3.3 **Workers' Compensation Insurance** covering all of its employees to the applicable statutory limit and Employers' Liability Insurance in an amount not less than $1,000,000**;** and

6.3.4 **Liquor Liability Insurance**, (held by PERMITTEE's third-party beverage vendor where applicable), in an amount not less than $2,000,000 per occurrence.

6.3.5 **Commercial general liability and automobile liability policies required by this Permit shall provide an endorsement naming the County of Monterey, its officers, officials, agents, employees and volunteers as Additional Insureds with respect to liability arising out of the PERMITTEE's work, including ongoing and completed operations, and shall further provide an endorsement stating that such insurance is primary insurance to any insurance or self-insurance maintained by COUNTY and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by PERMITTEE's insurance.**

6.4 Other Insurance Requirements: Unless otherwise specified by this Permit, 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

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for a period of three (3) years following the date PERMITTEE completes its performance of services under this Permit.

Each liability policy shall provide that 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 PERMITTEE and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Permit, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Prior to the execution of this Permit by COUNTY, PERMITTEE shall file certificates of insurance with COUNTY, showing that PERMITTEE has in effect the insurance required by this Permit. PERMITTEE 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 Permit, which shall continue in full force and effect.

7.0 RELATIONSHIP

Neither party hereto is the agent of the other and neither party shall have the right to act for or on behalf of the other or bind the other in any manner whatsoever. Neither party shall be responsible for any debts, obligations, or expenses incurred by the other party, whether or not in connection with the event contemplated hereby in the absence of written approval thereof in advance. PERMITTEE shall clearly establish at all times during the Event that COUNTY is merely permitting the use of the subject premises in accordance with the terms hereof and that COUNTY is not a co-partner or otherwise liable or obligated for any cost, expenses, or PERMITTEE's conduct of same. COUNTY makes no representation or warranty with respect to the suitability of Facility for PERMITTEE activities conducted hereunder.

8.0 RULES AND REGULATIONS

8.1 All Rules and Regulations set forth in **Exhibit D**, are hereby made a part of this Permit, and PERMITTEE agrees that it has read this Permit and said Rules and Regulations and understands that they shall apply, unless amended by mutual consent, in writing, by the Parties hereto.

8.2 In the event PERMITTEE fails to comply in any respect with the terms of this Permit and the Rules and Regulations incorporated herein, all payments for this Facility shall be deemed earned and nonrefundable by COUNTY, and COUNTY shall have the right to terminate this Permit and reenter and use the Facility in any manner deemed in the best interests of COUNTY.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notices to the Parties of this Permit shall be to the Parties and their Permit representatives indicated in the signature section below.

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9.2 This Permit is not binding upon COUNTY until it has been approved by the Board of Supervisors and duly accepted and signed by its authorized representative.

9.3 If the Event is cancelled, PERMITTEE is responsible for all refunds that may apply and will hold COUNTY harmless as to any claims by anyone who has a refund of such prepayment for admission, participation in the Event, or any other payment.

9.4 PERMITTEE agrees that any authorized representative of COUNTY shall have access to said premises at all times.

9.5 PERMITTEE must furnish tables and chairs for the Event. Only on-site picnic tables will be furnished by COUNTY. All picnic tables, if moved for the Event, must be returned to their original locations after the Event.

9.6 It is mutually understood and agreed that no alteration or variation of the terms of this Permit shall be valid, unless made in writing and signed by the Parties hereto, and that no oral understandings or agreements not incorporated herein and no alterations or variations of the terms hereto, unless made in writing and signed by the Parties hereto, shall be binding upon any of the Parties hereto.

9.7 No part of this Permit or performance under it may be subcontracted or assigned to another entity or party without the express prior written approval of the other party; such consent may be withheld whether for reasonable or unreasonable cause at the sole discretion of that party.

9.8 In the event of any conflict or inconsistency between the provisions of this Permit and the provisions of any exhibit or other attachment to this Permit, the provisions of this Permit shall prevail and control.

9.9 PERMITTEE acknowledges that it has been advised by COUNTY that the conditions which PERMITTEE is authorized to use the Facility in accordance with this Permit has not been represented as being fit for PERMITTEE's intended use or for any particular use. PERMITTEE acknowledges that it has been advised to inspect the condition, facilities, and other areas PERMITTEE is permitted to use hereunder prior to the issuance of this Permit, and/or prior to PERMITTEE's actual use from time to time. Based upon PERMITTEE's personal inspection or upon PERMITTEE’s right to inspect, PERMITTEE further acknowledges that the conditions, facilities, and other areas are safe and adequate for PERMITTEE's intended use. PERMITTEE shall be responsible for all equipment and for adequate safeguards for the protection of PERMITTEE and others.

9.10 COUNTY and PERMITTEE shall be relieved of their obligation to the other if unable to perform the terms and conditions of this Permit by virtue of governmental regulations or order, or by strike or war (declared or undeclared) or other calamity such as fire, earthquake, hurricane, or similar acts of God, or because of other similar or dissimilar cause or causes beyond their control. In the event a force majeure event occurs, PERMITTEE shall refund all fees paid except the Nonrefundable Application Fee and Processing Fee as noted in Section 3.1.

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10.0 The parties to this Permit consent to the use of electronic signatures via DocuSign to execute this Permit. 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 Permit hereby authenticate and execute this Agreement, and any and all Exhibits to this Permit, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

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Docusign Envelope ID: 1655BD09-FE26-45BE-8CB5-55B8BD396636

IN WITNESS WHEREOF, the Parties hereto have executed this Permit, which shall be effective as of the last date opposite the respective signatures below.

SPARTAN RACE, INC.

By: Signed by: D1E86B46B91548A... (Signature of Chair, President, Or Vice President)

Parks

Its: COO
Print Name and Title

Address: 234 Congress Street
Boston, MA 02110-2429

Date: 4/7/2026 | 12:42 PM PDT

By: Signed by: Samuel Rather 4DFFB794E279481... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Its: Secretary
Print Name and Title

Date: 4/7/2026 | 12:52 PM PDT

COUNTY OF MONTEREY

By: _____
Randell Ishii, MS, PE, PTOE, Director
Department of Public Works, Facilities, & Parks

Address: Public Works, Facilities, & Parks
1441 Schilling Place, 2nd Floor S
Salinas CA 93901

Date: _____

Approved as to form
Office of the County Counsel
Susan K. Blitch, County Counsel

By: Signed by: Mike Whilden 2C6F38174D4940D... Michael J. Whilden
Deputy County Counsel

Date: 4/7/2026 | 1:33 PM PDT

The following exhibits are incorporated by reference and constitute a part of this Permit:
Exhibit A Prohibited Areas
Exhibit B Plans
Exhibit C Maps
Exhibit D Rules and Regulations Governing Special Events
Exhibit E Special Provisions

All plans and maps will be updated upon final approval by other County departments or outside agencies and will be incorporated into this Permit.

APPROVALS			
	Permit Coordinator	**Insurance Review**	**Parks Administration**
Initials			
Date			

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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:

Advanced Chemical Transport, Inc., dba ACTenviro,

(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:

Transportation, packing, and disposal of agricultural chemicals for the County of Monterey Agricultural Commissioner.

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: **$** 270,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from April 27, 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: Insurance

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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 $5,000,000 per occurrence, and $5,000,000 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 $5,000,000 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.)

Pollution Liability: CONTRACTOR shall procure and maintain Pollution Liability Insurance in compliance with applicable California laws and regulations, including coverage for bodily injury, property damage, and environmental damage arising from the handling, transportation, treatment, storage, or disposal of hazardous materials and waste. Coverage shall apply to both sudden and gradual pollution conditions and include transportation-related exposures and non-owned disposal sites. Such insurance shall be written with limits of not less than $5,000,000 per occurrence and in the aggregate. Coverage shall be maintained for the duration of the Contract and any applicable extended reporting period, and evidence of such insurance shall be provided to the County upon request.

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

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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, County of Santa Cruz, County of Santa Clara and County of San Benito and their 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, County of Santa Cruz, County of Santa Clara, and County of San Benito and their 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

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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: Ken Allen, Chief Deputy Agricultural Commissioner
Address: 1428 Abbott Street, Salinas, CA 93901
Phone: 831-759-7325

FOR CONTRACTOR:
Name and Title: Mark Winkler, HHW Program Manager
Address:967 Mabury Road, San Jose, CA 95133
Phone: 408-548-5050

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: Mary Grace Perry, Deputy C83342707AC641A...

County Counsel

Date: 4/13/2026 | 4:22 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745AE6...

Auditor/Controller

Date: 4/14/2026 | 8:16 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: 4/13/2026 | 4:37 PM PDT

CONTRACTOR

Advanced Chemical Transport LLC,
dba ACTenviro

Contractor/Business Name*

By: Signed by: Todd Marti 7657513849CA48C...

(Signature of Chair, President, or Vice-President)

Todd Marti, Vice President

Name and Title

Date: 4/13/2026 | 2:57 PM PDT

By: Signed by: A23DAB1DD5FF451...

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Kevin Carnahan, Manager

Name and Title

Date: 4/13/2026 | 3:14 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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EXHIBIT-A

To Agreement by and between
Agricultural Commissioner, hereinafter referred to as "County"
AND
Advanced Chemical Transport, LLC, dba ACTenviro, 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:

Provide transportation, packing, and disposal of agricultural chemicals collected by County of Monterey Agricultural Commissioner.

All written reports required under this Agreement must be delivered to Ken Allen, County's Contract Manager, in accordance with the scheduled services.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $270,000.00 for the performance of <u>all things necessary</u> 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:

DISPOSAL

Description		Unit Cost		
Labor and Mobilization 50-100 car event x 4 days	10 people	$75.00/hr	4	$36,000.00
PPE		$25.00/person	40	$1,000.00
Supplies (drums, boxes,verm, cyb's etc)				$21,500.00
Disposal				
Cyb Pesticdes		$785.00	40	$31,400.00
55 drums Pesticides		$385.00	275	$105,975.00
Aluminum Phosphide l/p		$1250.00	3	$3,750.00

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Aerosols		$350.00	2	$700.00
Transportation				$10,400.00
Total				$210,725.00

FEES

Description	Price
E&I fee 8% of invoice	$16,858.00
Manifest Fee	$35
Profile Fee	No Charge

There shall be no travel reimbursement allowed during this Agreement.

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.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/08/2026

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 NORTH SCOTTSDALE ROAD
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): | **FAX (A/C No.Ext):**
E-MAIL ADDRESS:certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Co.	22667
INSURER B: Indemnity Insurance Co. of North America	43575
INSURER C: Illinois Union Insurance Company	27960
INSURER D: ACE Property and Casualty Insurance Co.	20699
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
5353 E. CITY NORTH DRIVE
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 2953932** **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 [ ] PROJECT [ ] LOC [ ] OTHER:			HDO G48981793	06/30/2025	06/30/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 10,000,000 $ 10,000,000 $ 15,000 $ 10,000,000 $ 30,000,000 $ 20,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			ISA H1137119A	06/30/2025	06/30/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 10,000,000
D	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XEU G46782148 009	06/30/2025	06/30/2026	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
B A A A C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WLR C72793894 - AOS WLR C72793882 - OR SCF C72793900 - WI WCU C72793912 - OH XS TNS C72627490 - TX NS/XS	06/30/2025 06/30/2025 06/30/2025 06/30/2025 06/30/2025	06/30/2026 06/30/2026 06/30/2026 06/30/2026 06/30/2026	[X] PER STATUTE [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000
	Contractor's Pollution Liability:			See page 2 for details	06/30/2025	06/30/2026		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 6501 - Named Insured Includes: Advanced Chemical Transport LLC

CERTIFICATE HOLDER
COUNTY OF MONTEREY AG COMMISION
1428 ABBOTT STREET
SALINAS, CA 93901
United States

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 5353 E. CITY NORTH DRIVE PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS **CERTIFICATE NUMBER: 2953932**

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

Medical Payment coverage is available under the General Liability policy only when required by written agreement and limited to the amount required in the agreement or the maximum sublimit found within the General Liability policy, whichever is less.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C72793894 and stop gap coverage for OH is covered under policy no. WCU C72793912 as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (TNS C72627490) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Umbrella/Excess Liability provides additional limits over the underlying General Liability, Automobile Liability and Employer's Liability policies shown on this certificate.

Contractor's Pollution Liability Details of Cover:

Steadfast Insurance Company (Zurich) (NAIC # 26387) - Policy No. PEC 0792830-02 - $25MM - 06/30/25 - 06/30/26

Applicable to the Contractor's Pollution Liability Coverage Parts Only:
$25,000,000 - Damage Limit for Each Occurrence, Claim or Pollution Condition
$25,000,000 - Claims Expense Limit for Each Claim
$25,000,000 - General Aggregate Limit
$25,000,000 - Claims Expense Aggregate Limit

Applicable to Professional Liability Coverage Parts Only:
$25,000,000 - Damage Limit for Each Claim or Wrongful Act
$25,000,000 - Claims Expense Limit for Each Claim
$25,000,000 - General Aggregate Limit

Additional Insured includes: The County of Monterey, Its Officers, Agents and Employees, when required by written contract.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			191
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
ISA	H1137119A	06/30/2025 TO 06/30/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
AUTO DEALERS COVERAGE FORM

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	DA9U74b

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to the Other Insurance Condition under General Conditions:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

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NON-CONTRIBUTORY ENDORSEMENT FOR ADDITIONAL INSUREDS

Named Insured			Endorsement Number
Republic Services, Inc.			28
Policy Symbol	Policy Number	Policy Period	Effective Date of Endorsement
HDO	G48981793	06/30/2025 to 06/30/2026	
Issued By (Name of Insurance Company)			
ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL GENERAL LIABILITY COVERAGE

Schedule

Organization	Additional Insured Endorsement
Any additional insured with whom you have agreed to provide such non-contributory insurance, pursuant to and as required under a written contract executed prior to the date of loss.	CG2026; CG2010; CG2037

(If no information is filled in, the schedule shall read: "All persons or entities added as additional insureds through an endorsement with the term "Additional Insured" in the title)

For organizations that are listed in the Schedule above that are also an Additional Insured under an endorsement attached to this policy, the following is added to Section IV.4.a:

If other insurance is available to an insured we cover under any of the endorsements listed or described above (the "Additional Insured") for a loss we cover under this policy, this insurance will apply to such loss on a primary basis and we will not seek contribution from the other insurance available to the Additional Insured.

Policy Number: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 10 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2010 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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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:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

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 additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. 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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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POLICY NUMBER: HDO G48981793

COMMERCIAL GENERAL LIABILITY
CG 20 37 04 13

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EXEMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization whom you have agreed to include as an additional insured under a written contract requiring CG2037 (04/13), provided such contract was executed prior to the date of loss.	All locations where you are performing work for such additional insured pursuant to any such written contract.
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" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

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.

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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 shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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COUNTYWIDE SERVICE AGREEMENT BETWEEN COUNTY OF MONTEREY AND BLANCA MALDONADO dba MALDONADO CREW RFP 10927- COUNTYWIDE CUSTODIAL MAINTENANCE SERVICES

This AGREEMENT is made and entered into by and between the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County", and Blanca Maldonado dba Maldonado Crew, hereinafter referred to as "CONTRACTOR."

RECITALS

WHEREAS, County has invited proposals through the Request for Proposals (RFP 10927) to provide Countywide Custodial Maintenance Services for the County of Monterey, in accordance with the specifications set forth in this AGREEMENT; and

WHEREAS, CONTRACTOR has submitted a responsive and responsible proposal to perform such services; and

WHEREAS, CONTRACTOR has the expertise and capabilities necessary to provide the services requested.

NOW THEREFORE, County and CONTRACTOR, for consideration hereinafter named, agree as follows:

1.0 PERFORMANCE OF THE AGREEMENT

1.1 After consideration and evaluation of the CONTRACTOR's proposal, the County hereby engages CONTRACTOR to provide the services set forth in RFP #10927 and in this AGREEMENT on the terms and conditions contained herein and in RFP # 10927**.** The intent of this AGREEMENT is to summarize the contractual obligations of the parties. This AGREEMENT is based on the following supporting documents:

AGREEMENT
RFP # 10927 dated, 4/11/2024, including all attachments and exhibits, and Addenda 1,
CONTRACTOR's Proposal dated 11/10/2025.

1.2 These documents are on file with the Contracts/Purchasing Division.

1.3 All of the above-referenced documents are intended to be complementary. Work required by one of the above-referenced documents and not by others shall be done as if required by all. In the event of a conflict between or among component parts of the contract, the contract documents shall be construed in the following order: AGREEMENT, RFP # 10927**,** CONTRACTOR's Proposal, including all attachments and exhibits, and Addenda 1.

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1.4 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.

1.5 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.

1.5.1 CONTRACTOR must maintain all licenses throughout the term of the AGREEMENT.

1.6 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.

2.0 SCOPE OF WORK/SERVICE

2.1 SCOPE OF WORK: Contractor Minimum Work Performance Percentage: CONTRACTOR will not pay more than fifty percent (50%) of the amount paid by the County for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count towards the prime contractor's fifty percent (50%) subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the fifty percent (50%) limitation shall apply only to the service portion of the contract.

2.2 CONTRACTOR shall identify key staff and subcontractors, their qualifications and experience proposed for the service identified herein.

2.3 CONTRACTOR shall provide a list of all key team members and brief resumes, highlighting their previous experience on similar projects.

2.4 CONTRACTOR shall provide a list of proposed sub-contractors (if any), including office locations, history, and experience.

2.5 Compliance with Laws: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but not limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Sections 1101 et seq.).

2.6 SCOPE OF SERVICES AND ADDITIONAL PROVISONS.

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

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Exhibit A Scope of Services
Exhibit B Pricing Sheet
Exhibit C Incorporation of Request for Proposals (RFP) #10927 and Statement of Proposal Documents, attached to and made part of this Agreement.
Exhibit D Custodial Service Request Form

3.0 PRICING AND BILLING

3.1 It is mutually understood and agreed by both parties that the County shall pay CONTRACTOR in accordance with the payment provisions set forth **in EXHIBIT B Pricing Sheet**, subject to the limitations set forth in this Agreement.

3.1.1 Prices shall remain firm for the term of this Agreement.

3.1.2 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of this Agreement.

3.1.3 Rate changes are not binding unless mutually agreed upon in writing by the County and CONTRACTOR.

3.2 Prior to the start of each project, the County shall provide CONTRACTOR with a defined scope of services to be provided.

3.3 County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

3.4 Any discount offered by the CONTRACTOR must allow for payment after receipt and acceptance of services, material or equipment and correct invoice, whichever is later. In no case will a discount be considered that requires payment in less than 30 days.

3.5 CONTRACTOR shall levy no additional fees or surcharges of any kind during the term of this Agreement without first obtaining approval from County in writing.

3.6 Tax:

3.6.1 Pricing as per this AGREEMENT is inclusive of all applicable taxes.

3.6.2 County is registered with the Internal Revenue Service, San Francisco office, and registration number 94-6000524. The County is exempt from Federal Transportation Tax; an exemption certificate is not required where shipping documents show Monterey County as consignee.

3.7 Travel/Mileage

3.7.1 Any travel/mileage must be agreed upon and approved by the County in writing prior to services being performed.

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3.7.2 Travel/mileage must adhere to the current rate per mile at the time of service as provide by the US General Services Administration. Rates are listed at: https://www.gsa.gov/travel/plan-book/transportation-airfare-pov-etc/privately-owned-vehicle-pov-mileage-reimbursement-rates

3.7.3 Travel/mileage fees must be listed as a line-item within the corresponding invoice for associated services.

3.7.3.1 Travel/mileage fees more than the US GSA rate at the time services are provided will not be processed. CONTRACTOR must correct the invoice containing the incorrect fee to adhere to the current GSA rates at the time of service prior to processing of invoice.

3.8 This is one of several agreements entered into pursuant to RFP #10927 and County shall allocate funds as needed.

4.0 TERM OF AGREEMENT

4.1 The term of the AGREEMENT(s) will be for a period of three (3) years from **date of execution to June 30, 2027**, with the option to extend the AGREEMENT for two (2) additional one (1) year periods, for a total not to exceed a maximum five-(5) year Agreement, unless sooner terminated pursuant to the terms of this Agreement.

4.1.1 County reserves the option to renew or extend this AGREEMENT.

4.1.2 County is not required to state a reason if it elects not to renew.

4.2 This Agreement is of no force or effect until signed by both CONTRACTOR and County with County singing last, and CONTRACTOR may not commence work before County signs this Agreement.

4.3 If County exercises its option to extend, all applicable parties shall mutually agree upon the extension, including any changes in rate and/or terms and conditions in writing.

4.3.1 CONTRACTOR must commence negotiations for any desired rate changes a minimum of ninety days (90) prior to the expiration of the AGREEMENT.

4.3.2 Both parties shall agree upon rate extension(s) or changes in writing.

4.3.3 CONTRACTOR hereby agree to amend the AGREEMENT in the following manner:

4.3.3.1 CONTRACTOR shall re-provide a list of key-staff and/or proposed sub-contractors (if any), including office locations currently conducting services.

4.3.3.2 CONTRACTOR shall maintain all license and security requirements as set forth in Section 7.0.

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4.4 County reserves the right to cancel this AGREEMENT, or any extension of this AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

5.0 INVOICES AND PURCHASE ORDERS

5.1 Invoices for all services rendered per this AGREEMENT shall be billed directly to the County department requesting services.

5.2 CONTRACTOR shall reference the RFP number on all invoices submitted to County. CONTRACTOR shall submit such invoices 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. County shall certify the invoice, either in the requested amount or in such other amount as County approves in conformity with this AGREEMENT and shall promptly submit such invoice to County Auditor-Controller for payment. County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

5.3 Invoicing by CONTRACTOR will clearly itemize the following:

5.3.1 The County Department receiving services,
5.3.2 The purchase order number under which the invoice is to be charged,
5.3.3 The services provided,
5.3.4 Dates of services,
5.3.5 An itemization of other reimbursable expenses approved by the County in writing, as applicable.

5.4 All County of Monterey Purchase Orders issued for the AGREEMENT are valid only during the fiscal year in which they are issued (the fiscal year is defined as July 1 through June 30).

5.5 Unauthorized Surcharges or Fees: Invoices containing unauthorized surcharges or unauthorized fees of any kind shall be rejected by County.

6.0 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.

Docusign Envelope ID: 029D8423-72FE-439D-A337-5F5DCD3DE48E

7.0 INSURANCE/SECURITY REQUIREMENTS

7.1 Evidence of Coverage:

7.1.1 Prior to commencement of an AGREEMENT, 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, CONTRACTOR upon request shall provide a certified copy of the policy or policies.

7.1.1.1 CONTRACTOR, prior to commencement of this AGREEMENT, shall provide to County, a "Certificate of Insurance" showing the coverages, limits and endorsements set forth below for all CONTRACTOR'S SUBCONTRACTORS certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate.

7.1.2 This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. CONTRACTOR shall not receive a "Notice to Proceed" with the work under an AGREEMENT until it has obtained all insurance required and such, insurance has been approved by County. This approval of insurance shall neither relieve nor decrease the liability of CONTRACTOR.

7.1.2.1 CONTRACTOR SHALL PROVIDE TO COUNTY ANNUALLY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATE OF INSURANCE WITHIN 15 DAYS OF EXPIRATION OF CERTIFICATE.

7.1.2.2 CONTRACTOR SHALL PROVIDE TO COUNTY A CURRENT COPY OF ALL CONTRACTOR'S SUBCONTRACTOR CERTIFICATES OF INSURANCE WITHIN 15 DAYS OF CHANGE.

7.2 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 VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by County's Purchasing Officer.

7.3 Insurance Coverage Requirements:

13.3.1 Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of an 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 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 an 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 while rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, CONTRACTOR shall, upon the expiration or earlier termination of an 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 an 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.

7.4 Other Insurance Requirements:

7.4.1 All insurance required by an AGREEMENT shall be with a company acceptable to County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by an 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 an AGREEMENT.

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7.4.2 Each liability policy shall provide that 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. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that County is an additional insured on insurance required from subcontractor.

7.4.3 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 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, 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.

7.4.4 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.

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7.5 Security Requirements

7.5.1 CONTRACTOR shall ensure it holds the insurance and required licenses under both, State and local jurisdictions and they remain current during the full term of the AGREEMENT.

7.5.2 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California, California State Contractors License Board, and CAL/OSHA regulations, as applicable.

7.5.3 CONTRACTOR shall be required to submit appropriate State and Federal level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to, Sheriff facilities and facilities where children, elderly, and dependent adults are present.

7.5.3.1 A California licensed Investigator must perform the required State and Federal level criminal background check(s) which must then be submitted to the County prior to the personnel being allowed to work within such County facilities.

7.5.3.1.1 Some County facilities require, California Law Enforcement Telecommunications System (CLETS) clearance.

7.5.3.2 Criminal background checks will be accepted from CONTRACTOR if: performed within the last five (5) years background check was performed as set forth in this Section 7.0.

7.5.3.3 The required background checks SHALL be completed prior to allowing the personnel to work within any of the Sheriff's facilities.

7.5.3.4 CONTRACTOR is responsible for the cost of the State level criminal background Checks.

8.0 RECORDS AND CONFIDENTIALITY

8.1 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.

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8.2 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.

8.3 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.

8.4 Access to and Audit of Records: County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of CONTRACTOR and its subcontractors related to services provided under this AGREEMENT. The parties to this AGREEMENT may be subject, at the request of County or as part of any audit of 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.

8.5 CONTRACTOR agrees that any information, whether proprietary or not, made known to or discovered by it during the performance of or in connection with this AGREEMENT for COUNTY will be kept confidential and not be disclosed to any other person. CONTRACTOR agrees to immediately notify COUNTY in accordance with the Notices Section of this AGREEMENT, if it is requested to disclose any information made known to or discovered by it during the performance of or in connection with this AGREEMENT.

8.6 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. ONTRACTOR 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/.

9.0 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), 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.

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10.0 PERFORMANCE STANDARDS

10.1 Independent Contractor: CONTRACTOR shall be an independent contractor and shall not be an employee of Monterey County, nor immediate family of an employee of County. CONTRACTOR shall be responsible for all insurance (General Liability, Automobile, Workers' Compensation, unemployment, etc.) and all payroll-related taxes. Neither CONTRACTOR nor CONTACTOR's employees shall be entitled to any employee benefits from Monterey County. CONTRACTOR shall control the manner and means of accomplishing the result contracted for herein.

10.2 Minimum Work Performance Percentage: CONTRACTOR shall perform with its own organization contract work amounting to not less than 50 percent of the original total AGREEMENT amount, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT amount before computing the amount of work required to be performed by CONTRACTOR with its own organization or per a consortium.

10.3 Non-Assignment: CONTRACTOR shall not assign this Agreement, or the work required herein without the prior written consent of County.

10.4 Any subcontractor shall comply with all of County of Monterey requirements, including insurance and indemnification requirements as detailed in this AGREEMENT.

11.0 CONFLICT OF INTEREST

CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this AGREEMENT. Without limitation, CONTRACTOR represents to and agrees with COUNTY that CONTRACTOR has no present, and will have no future, conflict of interest between providing COUNTY services hereunder and any other person or entity (including but not limited to any federal or state environmental or regulatory agency) which has any interest adverse or potentially adverse to COUNTY, as determined in the reasonable judgment of the Board of Supervisors of COUNTY.

12.0 COMPLIANCE WITH APPLICABLE LAWS

12.1 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.

12.2 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.

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12.3 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.

13.0 PREVAILING WAGE

Under Labor Code sections 1720 et seq., a contract for Electrician services may be considered a public work. If applicable, CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

14.0 BACKGROUND CHECKS

14.1 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security, including but not limited to the Monterey County Sheriff's Office, Probation Department, 911 Center, and District Attorney's Office.

14.1.1 A California licensed Investigator must perform the required State level criminal background check(s) which must then be submitted to County prior to the personnel being allowed to work within such County facilities.

14.1.2 CONTRACTOR is responsible for the cost of the State level criminal background check(s).

14.1.3 EXCEPTION: Personnel who are designated to provide services at any of the Sheriff's facilities are required to undergo fingerprinting and background checks through the Sheriff's main office, at no cost to CONTRACTOR.

14.2 The required background checks SHALL be completed prior to allowing the personnel to work within any of the limited access facilities.

15.0 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this AGREEMENT that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this AGREEMENT.

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16.0 PERFORMANCE ASSURANCE AND WAIVER OF BREACH

16.1 Assurance of Performance: If at any time County believes CONTRACTOR may not be adequately performing its obligations under this AGREEMENT or that CONTRACTOR may fail to complete the Services as required by this AGREEMENT, County may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within ten (10) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this AGREEMENT. If County accepts the plan it shall issue a signed waiver.

16.1.1 Waiver: No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this AGREEMENT shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17.0 RIGHTS AND REMEDIES OF THE COUNTY FOR DEFAULT

In the case of default by CONTRACTOR, County may procure the articles or services from other sources and may recover the loss occasioned thereby from any unpaid balance due to CONTRACTOR or by proceeding against any performance bond of CONTRACTOR, if any, or by suit against CONTRACTOR. The prices paid by County shall be considered the prevailing market price at the time such purchase(s) may be made. Inspections of service or offers for service that do not meet specifications shall be made at the expense of CONTRACTOR.

18.0 WARRANTY BY CONTRACTOR

CONTRACTOR shall fully warrant all materials, equipment, and service against poor and inferior quality or workmanship for a period of not less than one (1) year from date of final acceptance by the COUNTY. CONTRACTOR shall repair or replace any inoperable materials or equipment in a timely manner during warranty period.

19.0 ACCESSIBILITY

CONTRACTOR shall inform himself/herself/itself regarding any peculiarities and limitations of the spaces available for the installation of all work and materials furnished and installed under the AGREEMENT. CONTRACTOR shall exercise due and particular caution to determine that all parts of CONTRACTORs work are made quickly and easily accessible.

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20.0 CLEANUP

20.1 Cleanup: During performance and completion of work on this project CONTRACTOR shall remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish and debris, and legally dispose of same. CONTRACTOR shall leave entire area in a neat, clean and acceptable condition as approved by County.

20.2 Waste Removal: Once the collection of waste materials has commenced, CONTRACTOR has exercised control of and taken possession of the waste, and the assumption of risk and liability is solely with CONTRACTOR. County shall not take responsibility for the accidental or purposeful discharge or release of any waste material.

21.0 DAMAGES

CONTRACTOR shall be held responsible for any breakage, loss of County's equipment or supplies through negligence of CONTRACTOR or any employee of the CONTRACTOR while working on County's premises. CONTRACTOR shall be responsible for restoring/replacing any equipment, facilities, etc. so damaged. CONTRACTOR shall immediately report to County any damages to the premises resulting from services performed under this AGREEMENT.

22.0 FORCE MAJEURE

22.1 "Force Majeure" means any cause beyond the reasonable control of a party, including but not limited to acts of God, civil or military disruption, fire, strike, flood, riot, war, or inability due to the aforementioned causes to obtain necessary labor, materials or facilities.

22.2 If any party hereto is delayed or prevented from fulfilling its obligations under this AGREEMENT by Force Majeure, said party will not be liable under this AGREEMENT for said delay or failure, nor for damages or injuries resulting directly from the inability to perform scheduled work due to Force Majeure.

22.3 CONTRACTOR shall be granted an automatic extension of time commensurate with any delay in performing scheduled work arising from Force Majeure. CONTRACTOR agrees to resume such work within three (3) days after the Force Majeure has subsided enough to do so.

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23.0 NOTICES

Notices required to be given to the respective parties under this AGREEMENT shall be deemed given by any of the following means: (1) when personally delivered to County's contract administrator or to CONTRACTOR'S responsible officer; (2) when personally delivered to the party's principle place of business during normal business hours, by leaving notice with any person apparently in charge of the office and advising such person of the import and contents of the notice; (3) 24 hours after the notice is transmitted by FAX machine to the other party, at the party's FAX number specified pursuant to this AGREEMENT, provided that the party giving notice by FAX must promptly confirm receipt of the FAX by telephone to the receiving party's office; or, (4) three (3) days after the notice is deposited in the U. S. mail with first class or better postage fully prepaid, addressed to the party as indicated below.

Notices mailed or faxed to the parties shall be addressed as follows:

TO COUNTY:
County of Monterey Contracts/Procurement Dept.
1488 Schilling Place Salinas, CA 93901
Tel. No.: (831) 755-4990
Fax No.: (831) 755-4969

TO CONTRACTOR:
Blanca Maldonado dba Maldonado Crew
123 Mayfair Dr. Salinas, CA. 93905
Tel. No.: (831) 320-5181
bmaldonado68.bm@gmail.com

24.0 LEGAL DISPUTES

24.1 CONTRACTOR agrees that this AGREEMENT and any dispute arising from the relationship between the parties to this AGREEMENT, shall be governed and interpreted by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

24.2 Any dispute that arises under or relates to this AGREEMENT (whether contract, tort, or both) shall be resolved in the Superior Court of California in Monterey County, California.

24.3 CONTRACTOR shall continue to perform under this AGREEMENT during any dispute.

24.4 The parties agree to waive their separate rights to a trial by jury. This waiver means that the trial will be before a judge.

25.0 HAZARDOUS MATERIALS

HAZARDOUS MATERIALS: Transportation of any hazardous materials to County must be done so in conformance with Superfund Amendments and Reauthorization Act Title 3 as amended. Appropriate

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documentation must be provided in a Material Safety Data Sheet (MSDS) and other documentation as necessary relating to the traits, characteristics, and pervasive properties of any hazardous materials shipped to the County of Monterey. The shipper understands that County shall not accept any shipment of hazardous materials without complete documentation and safety information as required by law. County shall not take responsibility for the accidental or purposeful discharge or release of any hazardous material. County does not take responsibility for the improper packaging and/or transportation of any hazardous materials ordered by County while in transit or storage prior to service and acceptance by County. (ONLY IF NEEDED)

26.0 PROTECTION OF PUBLIC

CONTRACTOR shall provide adequate warning devices, barricades, guards, flagmen, or other necessary precautions shall be taken by CONTRACTOR to give advice and reasonable protection, safety and warning to persons and vehicular traffic concerned in the area(s) affected by this AGREEMENT. (ONLY IF NEEDED)

27.0 CONSENT TO USE OF ELECTRONIC SIGNATURES

27.1 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 Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

27.2 **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.

27.3 **Form: Delivery by E-Mail or Facsimile**.

Executed counterparts of this Agreement may be delivered by facsimile transmission 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 if the manually signed counterpart or counterparts had been delivered to the other party in person.

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28.0 SIGNATURE PAGE

COUNTY OF MONTEREY

By:

Chief Contracts & Procurement Officer

Date:

By:

Department Head (if applicable)

Date:

Approved as to Form[1]

Office of the County Counsel Susan K. Blitch, County Counsel

By: Signed by: Shane Strong — **County Counsel**

Date: 3/9/2026 | 1:08 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz — **Auditor/Controller**

Date: 3/10/2026 | 7:29 AM PDT

Approved as to Liability Provisions[3]

Office of the County Counsel-Risk Management

By: DocuSigned by: David Bolton — **David Bolton, Risk Manager**

Date: 3/10/2026 | 7:47 AM PDT

CONTRACTOR

Contractor/Business Name*

By: Firmado por: Blanca Maldonado

(Signature of Chair, President, or Vice-President)

Blanca Maldonado

Name and Title

Date: 3/6/2026 | 9:09 PM PST

By:

(Signature of Secretary, Assist. Secretary, CFO, Treasurer or Assist. Treasurer).

Name and Title

Date:

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 the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Approval by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

Prepared by Tom Skinner, Acting Chief Contracts & Procurement Officer
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EXHIBIT A SCOPE OF SERVICES
(As listed within RFP #10927)

CONTRACTOR agrees to provide Custodial Services and Supplies to awarded locations as requested by the County.

A CUSTODIAL SERVICE REQUEST FORM, attached Exhibit D, is required for each location PRIOR to performing services at any County location.

Compliance with Laws: CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, and regulations of any public authority bearing on the performance of the work, including but not limited to the Immigration Reform and Control Act of 1986 (8 U.S.C.A. Sections 1101 et seq.).

-- End of Exhibit A –

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EXHIBIT B PRICING SHEET
(As listed within RFP #10927)

Company Name: Blanca Maldonado dba Maldonado Crew

EXAMPLE

Pricing

Service Description	**Frequency**	**Monthly Rate**	**Annual Total**
Daily Janitorial Service (Admin Building)	5x/week	$21,411.93	$256,943.16
Emergency Cleaning	As Needed	Included	__
Supplies & Materials	Monthly	Included	__

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ZONE I (SOUTH SALINAS)	NOTES
Behavioral Health Children's Services, 951-B Blanco Cir, Salinas	FACILITY LOCATION CLOSED
Behavioral Health Children's Services, 957 Blanco Cir, Salinas	FACILITY LOCATION CLOSED

ZONE II (EAST SALINAS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
DSES, 713 La Guardia, Salinas	Single	No	26,400	Five Day		
Information Systems, 1590 Moffett Street, Salinas	Single	Yes	30,050	Five Day		
Dept of Child Support Services, 752 La Guardia, Salinas	Single	No	16,535	Five Day		
1441 Schilling Place, North Bldg	Multi	No	108,633	Five Day	Includes staff Gym with locker rooms (showers) and lactation room. Scope includes wipedown of gym equipment surfaces, sweeping floors and cleaning carpet in corner of gym.	
1441 Schilling Place, South Bldg (two floors)	Multi	No	93,725	Five Day + Noon		
1488 Schilling Place, Anex (Office, Restroom, Breakroom, etc.)	Multi	Yes (RCC)	16,000	Five Day	RRC cubicles are in warehouse area, but should be cleaned as part of regular Office cleaning.	
1488 Schilling Place, Anex (Warehouse Space (Floor cleaning only)	Multi	Yes (RCC)	26,000	N/A	*Total sqft for warehouse. Approximately 16,000sqft of office space requires regular cleaning. Approximately 42,000 of floor space (including the 16,000sqft office space) requires cleaning.	

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Women, Infants & Children (WIC), 632 Alisal St, Salinas	Single	No	7,781	Five Day + Noon		
Behavioral Health, 30 S. Pearl Salinas (behind WIC, 632 Alisal)	Single	No	3,988	Two Day		
Alisal Integrated Health Center, 331 N Sanborn St, Salinas, CA 93905	Single	No	18,240	Five Day		

ZONE III (SOUTH COUNTY/ SALINAS AG)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Agricultural Commissioner, 522 N. 2nd St, King City	Single	No	1,440	Two Day		
DSS, 116 Broadway, King City	Single	No	14,190	Five Day		
DSS, 118 Broadway, King City	Single	No	500	Five Day		
Behavioral Health, 200 Broadway, Suite 88, King City	Single	No	3,737	Five Day		
Behavioral Health, 200 Broadway, Suites 70, King City	Single	No	4,976	Five Day		
Behavioral Health, 411 Center Street, Gonzales	Single	No	400	Two Day		
BOS, 3rd Dist. 365-A Walnut Ave, Greenfield (occupying 7-1-19)	-	-	-	-	FACILITY LOCATION CLOSED	
King City Courthouse, 250 Franciscan Way, King City	Multi	Yes	12,720	Two Day		
Library, 315 El Camino Real, Greenfield	Single	No	7,192	Five Day		
Library, 402 Broadway, King City	Single	No	7,667	Five Day		
Library, 851 5th St, Gonzales	Single	No	3,200	Five Day		
One Stop Career Center, 200 Broadway, Suite 62 King City	Single	No	4,332	Five Day		
WIC & Behav. Health, 335 & 359 Gabilan Dr, Soledad	Single	No	5,868	Five Day		
1011 Broadway Street, King City	-	-	-	-	FACILITY LOCATION CLOSED	

ZONE IV (NORTH SALINAS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
911, 1322 Natividad Rd, Salinas	Multi	No	7,250	Seven Day + Noon		
Adult Behavioral Health,1441 Const Blvd 400, Ste 202 Salinas	Single	No	11,489	Five Day + Noon		

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Administration Building, 168 West Alisal Street, Salinas	Multi	No	136,000	Five Day / Three Day Skip + Noon*	Five Day/Three Day Skip + Noon: Service is provided 5 x per week Monday-Friday to the entire building. All areas have their trash emptied 5 x per week. Service provided on Monday, Wednesday, and Friday includes the full cleaning of all areas of the building. On Tuesdays and Thursday's cleaning is only provided to the restrooms, breakrooms, break areas, main lobby entrances, common areas, and all trash cans throughout the building.	21,411.93
Behavioral Health Children's Services, 1870 N. Main St, Salinas	Single	No	9,745	Five Day		
DA, 142 West Alisal Street, Salinas (West Wing)	Multi	Yes	53,541	Five Day		
DA, Jo's Café, Law Library, Grand Jury, 142 W Alisal St (East Wing)	Multi	Yes (2nd floor E. Wing)	20,954	Five Day		
Facilities, 855 E. Laurel Dr, Bldg C, Salinas	Multi	No	7,320	Two Day		
Fleet Management, 855 E. Laurel Dr, Bldg A, Salinas	Multi	No	3,744	Two Day		
Fleet Management - Gas Pump Restroom	Multi	No	25	Two Day		
Health, 1270 Natividad Rd, Salinas	Single	No	47,600	Five Day + Noon		
Juvenile Hall, 1420 Natividad Road					FACILITY LOCATION CLOSED	
1410 Natividad Rd Salinas Ca 93906	Multi	Yes	10,000	Five Day		
OES, 1322 Natividad Rd, Salinas	Multi	No	7,250	Two Day		
855 E. Laurel Dr, Bldg. G, Salinas (Vacant)	Multi	No	7,320	Two Day		

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Probation - Silver Star Resource 855 E. Laurel Dr, Bldg H, Salinas	Single	Yes	7,320	Four Day		
Probation, Headquarters & Adult Services, 20 E Alisal, Salinas	Single	Yes	25,631	Five Day		
Probation, Juvenile Services - 1422 Natividad Rd, Salinas	Single	Yes	16,500	Five Day (non-detention staff areas)		
Probation- New Juvenile Hall - 1440 Natividad Rd, Salinas	Single	Yes	13,890	Three Day		
Probation- Youth Center, 970 Circle Drive, Salinas	Single	Yes	7,700	Five Day		
Public Safety, 1414 Natividad, Salinas	Single	Yes	70,000	Five Day		
Public Works/Bridge Crew, 855 E. Laurel Dr, Bldg E, Salinas	Multi	No	696	Two Day		
Public Works/Envir, 855 E. Laurel Dr, Bldg D, Salinas	Multi	No	1,728	Two Day		
Public Works - Grounds, 855 E. Laurel Dr, Bldg C, Salinas	Multi	No	500	Two Day		
Public Works/Mtry Road District, 855 E. Laurel Dr, Bldg E, Salinas	Multi	No	696	Two Day		
Public Works/Operations, 855 E. Laurel Dr, Bldg B, Salinas	Multi	No	1,500	Two Day		
Public Works/Sanitation, 855 E. Laurel Dr, Bldg F, Salinas	Multi	No	720	Two Day		
Public Works/Traffic, 855 E. Laurel Dr, Bldg F, Salinas	Multi	No	240	Two Day		
Radio Shop, 855 E. Laurel Dr, Bldg D, Salinas	Multi	No	700	Two Day		
Water Resources, 855 E. Laurel Dr, Bldg D, Salinas	Single	No	60	Two Day		

ZONE V (NORTH SALINAS/PRUNEDALE/AROMAS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Library, 17822 Moro Rd, Prunedale	Single	No	7,200	Five Day		
Library, 389-A Blohm Ave, Aromas	Single	No	690	Two Day		
Probation Rancho Cielo Gym and Modular, 710 Old Stage Rd, Salinas	Single	Yes	2,880	Three Day		
Behavioral Health, (Little Red House/Rancho Cielo), 710 Old Stage Rd, Salinas	Single	No	816	Two Day		
Probation Youth Ranch, 710 Old Stage Rd, Salinas (Silver Star)	Single	Yes	8,240	Five Day		

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ZONE VI (WEST SALINAS/ HWY 68)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Agricultural Services Center, 1428 & 1432 Abbott St, Salinas	Single	No	22,730	Five Day		
Animal Control, 160 Hitchcock Rd, Salinas	Single	No	12,992	Five Day		

ZONE VII (MARINA/SEASIDE)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
DSS, 1281 Broadway, Seaside	Single	No	11,000	Five Day		
Military Veterans Affairs Office- 2620 1st Ave, Marina	Multi	No	11,959	Two Day		
District IV Supervisor - 2620 1st Ave, Marina	Multi	No	1,341	Two Day		
Health, 299 12th St, Marina	Single	No	19,425	Five Day + noon		
1292 Olympia Ave, Seaside (Vacant)					This Facility has its own service	
Library, 188 &190 Seaside Ave, Marina	Single	No	11,000	Six Day		
Library, 550 Harcourt, Seaside	Single	No	10,000	Five Day		
Modular - 2620 1st Ave., Marina (Vacant)					Facility Location Closed	

ZONE VIII (MONTEREY/CARMEL)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Library, 65 W. Carmel Valley Rd, Carmel	Single	No	3,894	Five Day		
Monterey Courthouse (non-Court) 1200 Aguajito Rd, Monterey	Multi	No	45,812	Three Day		
Sheriff's Office, Monterey Courthouse Annex, 1200 Aguajito Rd, Monterey					Information stated in the above line item for this location	

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ZONE IX (CASTROVILLE/ PAJARO/ ROYAL OAKS)	SINGLE USE or MULTI USE	CLETS REQUIRED YES or NO	EST SQ FT	TYPE OF SERVICE	NOTES	Blanca Maldonado TOTAL MONTHLY FLAT RATE
Agricultural Commissioner, 29B Bishop Road, Pajaro	Single	No	2,000	Five Day		
Library, 11160 Speegle St, Castroville	Multi	No	10,880	Two Day		
Library, Porter Vallejo Mansion, 29 Bishop St, Pajaro	Multi	No	1,919	Two Day	First floor only, second and third floors are closed.	
Porter Vallejo Mansion, 29 Bishop St, Pajaro					Information stated in the above line item for this location	
Sheriff's Field Office, 10680 Merritt St, Castroville	Single	No	1,000	One Day		
PW Yard, 1171 San Miguel Cyn Rd., Watsonville	Single	No	1,200	One Day		
2nd Dist Supervisor, 11140 Speegle St, Castroville	Multi	No	1,120	Two Day		
NO Total Monthly Flat Rate was provided by CONTRACTOR						

-- *End of Exhibit B*

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EXHIBIT C INCORPORATION OF RFP #10927 AND STATEMENT OF PROPOSAL DOCUMENTS

The County invited submittals for Request for Proposals (RFP) through RFP #10927, COUNTYWIDE CUSTODIAL MAINTENANCE SERVICES. Blanca Maldonado dba Maldonado Crew. submitted a responsive and responsible proposal to perform the services listed in RFP #10927.

RFP #10927 and the Proposal submitted by Blanca Maldonado dba Maldonado Crew are hereby incorporated into the Agreement by this reference.

-- End of Exhibit C—

Prepared by Tom Skinner, Acting Chief Contracts & Procurement Officer
FINAL_20260305_ts

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EXHIBIT D

CUSTODIAL SERVICE REQUEST FORM

Requesting Department: _____

Building Location

Address: _____

City, State & Zip: _____

Square Footage: _____

Custodial Contractor Name/Zone: _____

Type of Service (Pick one)
New, Add, Change, Cancel or
One Time Service Request. _____

Add Service (pick one):
1 Day, 2 Day, 3 Day, 4 Day, 5 Day _____

Change Service : _____

From (# of Days) _____

To(# of Days) _____

Change in Service Cost/Month: _____

One Time Request for Services Description: _____

Special Instruction/Notes: _____

Billing Information : (insert Account String) _____

Requesting Department Signature: _____

Date: _____

Contracts/Purchasing Signature: _____

Date: _____

-- End of Exhibit D—

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: A-17388

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 **PCH TREATMENT, INC.** (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: **CONTRACTOR will provide full-time Obsessive Compulsive Disorder (OCD) treatment and supportive housing services as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.**

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: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT G: AUDITS AND AUDIT APPEALS
EXHIBIT H: BUSINESS ASSOCIATE AGREEMENT

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. 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.

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V. TERM AND TERMINATION

A. Term. This Agreement shall be effective March 25, 2025 and shall remain in effect until July 15, 2025.

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;

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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 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 E to this Agreement, indemnification described in Section

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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

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:

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a. Complete written description of event including outcome;

b. Written report of CONTRACTOR's investigation and conclusions;

c. 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. In addition, CONTRACTOR shall promptly submit to COUNTY a written report

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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 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, 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.

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 if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is over $100,000 or of not less than $500,000 per occurrence if maximum estimated reimbursement obligation by COUNTY to CONTRACTOR under this Agreement is $100,000 and less.

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.

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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, agents, and employees 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.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance 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. BUDGET~~

~~CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.~~

XVII. ACCESS TO AND AUDIT OF RECORDS

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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 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.

XVIII. 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,

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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 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);

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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.

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.

XIX. 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

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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.

XX. 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.

XXI. 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

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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.

XXII. 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).

XXIII. 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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XXIV. 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, LMFT, LPCC, CCISM
Interim Behavioral Health Bureau Chief/
Behavioral Health Director
County of Monterey, Health Department
1270 Natividad Road
Salinas, CA 93906
(831) 755-4510

CONTRACTOR

Jordan D. Blunt
Admissions Coordinator
PCH Treatment, Inc.
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
(424)410-9913

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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	**PCH Treatment, Inc.** Contractor's Business Name *
Date: _____	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Chair, President, or Vice-President) *
By: DocuSigned by: C7A30BA59CA8423... Department Head (if applicable)	**Jeff Ball, President and Chief Financial Officer** Name and Title
Date: 6/26/2025 | 4:39 PM PDT	Date: 5/9/2025 | 4:29 PM PDT
By: _____ Board of Supervisors (if applicable)	
Date: _____	
Approved as to Form [1]	
By: DocuSigned by: Kevin Serrano CF464EA4829E4B5... County Counsel	By: DocuSigned by: Jeff Ball BFB1A2AAB28D45D... (Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *
Date: 5/27/2025 | 4:37 PM PDT	**Jeff Ball, President and Chief Financial Officer** Name and Title
Approved as to Fiscal Provisions[2]	Date: 5/9/2025 | 4:29 PM PDT
By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Auditor-Controller's Office	
Date: 5/28/2025 | 10:02 AM PDT	
Approved as to Liability Provisions[3]	
By: _____ Risk Management	
Date: _____	

County Board of Supervisors' Agreement Number: A-17388

*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.

[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 to Insurance or Indemnification provisions

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle
- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions

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- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that

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client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet either of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

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

    b. The client has at least one of the following:

        a. A significant impairment,

        b. A reasonable probability of significant deterioration in an important area of life functioning,

        c. A reasonable probability of not progressing developmentally as appropriate, or

        d. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

        e. The client's condition listed above is due to one of the following:

            a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

            b. A suspected mental health disorder that has not yet been diagnosed.

            c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:

    a. The client has one or both of the following:

        i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

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ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

C. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

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3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

D. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

E. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

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b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at

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least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-26			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	First Cycle (Initial 28 days)	$77,000.00	$77,000.00
	Three (3) Continuation Cycles	$67,000.00	$201,000.00
FY 2024-26 Maximum Liability Amount			**$278,000.00**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

IV. PAYMENT CONDITIONS

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, 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 reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s)

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submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. ~~Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.~~

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. 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 $278,000 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$278,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$278,000**

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C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

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E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1

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of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

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

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

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I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

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F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

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H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT 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.

DocuSigned by:
Jeff Ball
BFB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Business Name of Contractor

Jeff Ball
Name of Authorized Representative (printed)

President and Chief Financial Officer
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	PCH Treatment, Inc.	
Name of Contractor's Designee	Jeff Ball	
Title of Designee	President and Chief Financial Officer	
Street 11965 Venice Blvd, Suite 200		
City Los Angeles	State CA	Zip 90066
IRS Employer Identification Number	271020104	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by: Jeff Ball BFB1A2AAB28D45D...

Signature of Contractor

Date 5/9/2025 | 4:29 PM PDT

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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.

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- Offer services in unserved and underserved communities.
- 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, Trique 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, Trique, 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

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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 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.

DocuSigned by:
Jeff Ball
BEB1A2AAB28D45D...
Signature of Authorized Representative

5/9/2025 | 4:29 PM PDT
Date

PCH Treatment, Inc.
Contractor (Organization Name)

Jeff Ball
Name of Authorized Representative

President and Chief Financial Officer
Title of Authorized Representative

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EXHIBIT F: COST REIMBURSEMENT INVOICE FORM

Contractor :	PCH Treatment, Inc.	Invoice Number :	
Address Line 1	11965 Venice Blvd. Suite 202, Los Angeles, CA, 90066	County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:	March 25, 2025 - July 15, 2025	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 2024-25	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. 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;

   2. Deducted from future claims over a period not to exceed six (6) months;

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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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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective March 25, 2025 ("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 PCH Treatment, Inc. ("Business Associate") (each a "Party" and collectively the "Parties").

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:

AGREEMENT

1. DEFINITIONS

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All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

(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

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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 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

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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 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

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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 of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

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(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 this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days

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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

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email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

PCH Treatment, Inc.
Attn: Jeff Ball
11965 Venice Blvd, Suite 202
Los Angeles, CA, 90066
Phone: (424)410-9913
Fax:
Email: jball@pchtreatment.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,

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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.

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:~~

DS
6/27/2025 | 10:30 AM PDT

DS
5/20/2025 | 8:33 AM PDT

~~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

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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.

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.

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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: DocuSigned by: Jeff Ball BFB1A2AAB28D45D...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: Jeff Ball	Print Name: Elsa M. Jimenez
Print Title: President and Chief Financial Officer	Print Title: Director of Health
Date: 5/20/2025 | 8:33 AM PDT	Date: 6/26/2025 | 4:39 PM PDT

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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 Luis A. Alejo, seconded by Supervisor Glenn Church to:

Agreement No.: A-17388
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between The County of Monterey and PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues for a total amount not to exceed $278,000 for the retroactive term of March 25, 2025 through July 15, 2025; and
b. Accept non-standard risk provisions as recommended by the Director of Health Services; and
c. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($27,800) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $305,800.

PASSED AND ADOPTED on this 24th day of June 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 June 24, 2025.

Dated: June 26, 2025
File ID: A 25-236
Agenda Item No.: 29

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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Monterey County
Board of Supervisors

168 West Alisal Street,
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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to:

Agreement No.: A-17388 ; Amendment No.: 1
Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No.1 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to July 16, 2025 to extend the term to December 31, 2025 and add $335,000 of additional services, for a revised total Agreement amount not to exceed $613,000.

PASSED AND ADOPTED on this 12th day of August 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 August 12, 2025.

Dated: August 13, 2025
File ID: A 25-317
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: FCEADE81-941B-44C6-8473-743FEEE4E850

Monterey County
Board of Supervisors

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Board Order

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PASSED AND ADOPTED on this 12th day of August 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 August 12, 2025.

Dated: August 13, 2025
File ID: A 25-317
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 179A714F-CEDA-498A-9BD5-96EF50CC839E

County of Monterey
Board of Supervisors

168 West Alisal Street,
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Salinas, CA 93901
831.755.5066
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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17388; Amendment No. 2
Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

PASSED AND ADOPTED on this 13th day of January 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Root Askew and Daniels
NOES: None
ABSENT: Supervisor Lopez

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 January 13, 2026.

Dated: January 13, 2026
File ID: A 26-008
Agenda Item No.: 19

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

Margarita Hernandez, Deputy

Docusign Envelope ID: 179A714F-CEDA-498A-9BD5-96EF50CC839E

County of Monterey
Board of Supervisors

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Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Kate Daniels to:

Agreement No.: A-17388; Amendment No. 2
Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Mental Health Services Agreement A-17388 with PCH Treatment, Inc. for the provision of residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues, retroactive to January 1, 2026, to extend the term by four months for a new full term of March 25, 2025 through April 30, 2026 and add $268,000 for continued services, for a revised total Agreement amount not to exceed amount of $881,000.

PASSED AND ADOPTED on this 13th day of January 2026, by roll call vote:

AYES: Supervisors Alejo, Church, Root Askew and Daniels
NOES: None
ABSENT: Supervisor Lopez

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 January 13, 2026.

Dated: January 13, 2026
File ID: A 26-008
Agenda Item No.: 19

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

Margarita Hernandez, Deputy

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AMENDMENT NO. 3 TO MENTAL HEALTH SERVICES AGREEMENT A-17388 BY AND BETWEEN COUNTY OF MONTEREY AND PCH TREATMENT, INC.

THIS AMENDMENT NO. 3 to MENTAL HEALTH SERVICES AGREEMENT A-17388 by and between **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PCH TREATMENT, INC.,** hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY entered into AGREEMENT A-17388 with PCH TREATMENT, INC on June 24, 2025, in the amount of $278,000 for the term of March 25, 2025, to July 15, 2025, to provide residential treatment services for treating obsessive compulsive disorder (OCD) and anxiety-related issues; and

WHEREAS, the COUNTY and CONTRACTOR amended Agreement A-17388 on August 12, 2025, via Renewal and Amendment No. 1 to change the full Agreement term to March 25, 2025, to December 31, 2025, and add an additional $335,000 thereby increasing the total Agreement amount not to exceed $613,000; and

WHEREAS, the COUNTY and CONTRACTOR amended Agreement A-17388 on January 27, 2026, via retroactive Renewal and Amendment No. 2 to change the full Agreement term to March 25, 2025, to April 30, 2026, and add an additional $268,000 thereby increasing the total Agreement amount not to exceed $881,000; and

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

1. In FY 2025-26 add continued services and increase contract amount by $43,200, for a total not to exceed new maximum contract amount of $924,200.

NOW THEREFORE, the COUNTY and CONTRATOR hereby agree to amend AGREEMENT A-17388 in the following manner:

1. EXHIBIT A: PROGRAM DESCRIPTION is replaced with EXHIBIT A-3: PROGRAM DESCRIPTION. All references in the Agreement to Exhibit A shall be construed to refer to EXHIBIT A-3: PROGRAM DESCRIPTION.
2. EXHIBIT B2: PAYMENT PROVISIONS is replaced with EXHIBIT B-3: PAYMENT PROVISIONS. All references in the Agreement to Exhibit B-2 shall be construed to refer to EXHIBIT B-3: PAYMENT PROVISIONS.
3. Except as provided herein, all remaining terms, conditions, and provision of the Agreement are unchanged and unaffected by this Amendment and shall continue in full force and effect as set forth in the Agreement.
4. This AMENDMENT NO. 3 increases the current contract amount of $881,000 by $43,200 for a total not to exceed new maximum contract amount of $924,200.
5. A copy of this AMENDMENT NO. 3 shall be attached to the original Agreement A-17388 executed by the County on June 24, 2025.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this AMENDMENT NO. 3 to Agreement A-17388 as of the day and year written below.

COUNTY OF MONTEREY
By: Elsa Jimenez, Director of Health Date:
Approved as to Form Signed by: kevin Serrano CF464EA4829E4B5... By: Office of County Counsel[1] Date: 3/23/2026 | 4:25 PM PDT
Approved as to Fiscal Provisions DocuSigned by: Patricia Ruiz E79EE64E57454F6... By: Auditor/Controller[2] Date: 3/24/2026 | 8:24 AM PDT
Approved as to Liability Provisions By: Risk Management[3] Date:

PCH TREATMENT, INC.
DocuSigned by: Jeff Ball BEB1A2AAB28D45D... By: Jeff Ball, President and CFO Date: 3/20/2026 | 4:00 PM PDT

*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.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

[3]Approval by Risk Management is necessary only if changes are made in Sections XI or XII.

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EXHIBIT A-3: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

PCH Treatment, Inc.
11965 Venice Blvd. Suite 202
Los Angeles, California, 90066

Site Location: 11965 Venice Blvd. Suite 202, Los Angeles, California, 90066

II. PROGRAM GOALS AND OBJECTIVES

MENTAL HEALTH RESIDENTIAL TREATMENT PROGRAM

Contractor will provide individualized residential treatment services for treating Obsessive Compulsive Disorder (OCD) and anxiety-related issues. In addition to supportive living, Contractor will provide Cognitive Therapy, Acceptance and Commitment Therapy (ACT), Exposure and Response Prevention (ERP), and OCD-specific group therapies, supported by medication management when appropriate. One treatment cycle constitutes 28 calendar days.

A. TREATMENT SERVICES

1. Description

Full-time Obsessive Compulsive Disorder (OCD) day treatment and private room and board, including the following treatments:

Extended step-down treatment cycle to consist of full-time Obsessive Compulsive Disorder (OCD) treatment 3 days per week and transitional living (single occupancy, shared bathroom), including the following treatments:

- Initial Biopsychological & other Assessments (1st cycle)
- Initial Nutritional Assessment & one-hour Nutritional Consultation, if recommended (1st cycle)
- Individual therapy sessions 5 times a week
- Multiple daily group therapy sessions
- Neurofeedback up to 3 times a week
- Psychiatry session 1 time a week
- Two hours of individual Exposure Response
- Prevention per day, 5 days week
- Initial Occupational Assessment, if recommended
- Participation in one Family Program (1st cycle)
- Private Room with a single bed and private bathroom for each treatment cycle

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- Lunch & Dinner chef-prepared meals per day
- Onsite snacks and beverages
- Continental breakfast served each day
- Group yoga sessions
- Pre-arranged transportation for personal outings within a 10-mile roundtrip distance
- PCH Program Orientation for family members (client consent required during admit) (1st cycle)

2. All services shall be consistent with the initial and updated treatment plans. The client's progress in treatment will be re-evaluated prior to requesting additional services.

B. POPULATION/CATCHMENT AREA TO BE SERVED

County of Monterey young adult beneficiaries ages 18- 35 as authorized by the County of Monterey Department of Health, Behavioral Health Bureau.

C. CLINICAL RECORDS

CONTRACTOR shall prepare a clinical record for each individual client in compliance with all State and Federal 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. CONTRACTOR shall cooperate with the transfer of records as may be required.

D. DESIGNATED CONTRACT MONITOR

Jackie Townsend, MS LMFT
Behavioral Health Services Manager II
Access to Treatment Salinas and CalWORKs
Monterey County Health Department
1441 Constitution Blvd. Bldg. 400 Ste. 200
Salinas, CA 93906

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III. SERVICE PROVISIONS

A. Certification of Eligibility

CONTRACTOR will, in cooperation with COUNTY, comply with Section 14705.5 of California Welfare and Institutions Code to obtain a certification of a client's eligibility for SMHS.

B. Access to Specialty Mental Health Services

1. In collaboration with the COUNTY, Contractor will work to ensure that individuals to whom the CONTRACTOR provides SMHS meet access criteria, as per DHCS guidance specified in BHIN 21-073. Specifically, the CONTRACTOR will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

2. For enrolled clients under 21 years of age, CONTRACTOR shall provide all medically necessary SMHS required pursuant to Section 1396d(r) of Title 42 of the United States Code. Covered SMHS shall be provided to enrolled clients who meet <u>either</u> of the following criteria, (a) or (b) below. If a client under age 21 meets the criteria as described in (a) below, the beneficiary meets criteria to access SMHS; it is not necessary to establish that the beneficiary also meets the criteria in (b) below.

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

   b. The client has at least one of the following:

      i. A significant impairment,

      ii. A reasonable probability of significant deterioration in an important area of life functioning,

      iii. A reasonable probability of not progressing developmentally as appropriate, or

      iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal Managed Care Plan (MCP) is required to provide.

      v. The client's condition listed above is due to one of the following:

         a. A diagnosed mental health disorder, according to the criteria in the current editions of the Diagnostic and Statistical Manual of Mental

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Disorders (DSM) and the International Classification of Diseases and Related Health Problems (ICD).

b. A suspected mental health disorder that has not yet been diagnosed.

c. Significant trauma placing the client at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

3. For clients 21 years of age or older, CONTRACTOR shall provide covered SMHS for clients who meet both of the following criteria, (a) and (b) below:

a. The client has one or both of the following:

i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities.

ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A-3 of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;

ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

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2. Diagnosis Not a Prerequisite

   a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California

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law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state and federal privacy laws and regulations.

F. Co-Occurring Treatment and No Wrong Door

1. Per BHIN 22-011, Specialty and Non-Specialty Mental Health Services can be provided concurrently, if those services are clinically appropriate, coordinated, and not duplicative. When a client meets criteria for both NSMHS and SMHS, the client should receive services based on individual clinical need and established therapeutic relationships. Clinically appropriate and covered SMHS can also be provided when the client has a co-occurring mental health condition and substance use disorder.

2. Under this Agreement, CONTRACTOR will ensure that clients receive timely mental health services without delay. Services are reimbursable to CONTRACTOR by COUNTY even when:

   a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

   b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

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B. Telehealth

1. CONTRACTOR may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable COUNTY, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at:

   https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.

4. Medical records for clients served by CONTRACTOR under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by CONTRACTOR. Such consent must be obtained at least once prior to initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. COUNTY may at any time audit CONTRACTOR's telehealth practices, and CONTRACTOR must allow access to all materials needed to adequately monitor CONTRACTOR's adherence to telehealth standards and requirements.

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EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Fixed Service Rate up to maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-3 is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

CONTRACTOR shall be reimbursed at the following negotiated rate:

FY 2024-25			
Service Description	Estimated UOS	Rate Per 28-day Cycle*	Total Amount
Treatment, Room & Board (Private)	Initial Treatment Cycle (Initial 28 days of Treatment)	$77,000.00	$77,000.00
	Twelve (12) Continuation Cycles (28 days per cycle)	$67,000.00	$804,000.00
FY 2024-25 Maximum Liability Amount			**$881,000**

* Incomplete treatment cycle(s) shall be prorated, effective on the termination date of the client.

Additionally, CONTRACTOR shall be reimbursed at the following rate for extended treatment cycle:

FY 2025-26	
3 Days per Week Full Day OCD Track:	$32,200
Transitional Living (Single occupancy, shared bathroom):	$11,000
Total Cost for 28-day cycle:	**$43,200**

IV. PAYMENT CONDITIONS

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

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

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B-3, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B-3, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit F, 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

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accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

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

MCHDBHFinance@countyofmonterey.gov

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

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

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V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $924,200 for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2024- 26	$924,200
TOTAL MAXIMUM COUNTY OBLIGATION:	**$924,200**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of

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COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

A. If, under this Agreement, CONTRACTOR has Funded Programs that include Short-Doyle/Medi-Cal services, CONTRACTOR shall certify in writing annually, by August 1 of each year, that all necessary documentation shall exist at the time any claims for Short-Doyle/Medi-Cal services are submitted by CONTRACTOR to COUNTY.

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

B. CONTRACTOR acknowledges and agrees that the COUNTY, in undertaking the processing of claims and payment for services rendered under this Agreement for these Funded Programs, does so as the Mental Health Plan for the Federal, State and local governments.

C. CONTRACTOR shall submit to COUNTY all Short-Doyle/Medi-Cal claims or other State required claims data within the thirty (30) calendar daytime frame(s) as prescribed by this Agreement to allow the COUNTY to meet the time frames prescribed by the Federal and State governments. COUNTY shall have no liability for CONTRACTOR'S failure to comply with the time frames established under this Agreement and/or Federal and State time frames, except to the extent that such failure was through no fault of CONTRACTOR.

D. COUNTY, as the Mental Health Plan, shall submit to the State in a timely manner claims for Short-Doyle/Medi-Cal services only for those services/activities identified and entered into the COUNTY'S claims processing information system which are compliant with Federal and State requirements. COUNTY shall make available to CONTRACTOR any subsequent State approvals or denials of such claims upon request by the CONTRACTOR.

E. CONTRACTOR acknowledges and agrees that COUNTY'S final payment for services and activities claimed by CONTRACTOR Short-Doyle/Medi-Cal services is contingent upon reimbursement from the Federal and State governments and that COUNTY'S provisional payment for said services does not render COUNTY in any way responsible for payment of, or liable for, CONTRACTOR'S claims for payment for these services.

F. CONTRACTOR'S ability to retain payment for such services and/or activities is entirely dependent upon CONTRACTOR'S compliance with all laws and regulations related to

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same.

G. Notwithstanding any other provision of this Agreement, CONTRACTOR shall hold COUNTY harmless from and against any loss to CONTRACTOR resulting from the denial or disallowance of claim(s) for or any audit disallowances related to said services, including any State approved Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities, by the Federal, State or COUNTY governments, or other applicable payer source, unless the denial or disallowance was due to the fault of the COUNTY.

H. CONTRACTOR shall repay to COUNTY the amount paid by COUNTY to CONTRACTOR for Title XIX Short-Doyle/Medi-Cal and/or Medi-Cal Administrative Activities subsequently denied or disallowed by Federal, State and/or COUNTY government.

I. Notwithstanding any other provision of this Agreement, CONTRACTOR agrees that the COUNTY may off set future payments to the CONTRACTOR and/or demand repayment from CONTRACTOR when amounts are owed to the COUNTY pursuant to Subparagraphs G. and H. above. Such demand for repayment and CONTRACTOR'S repayment shall be in accordance with Exhibit I, Section II (Method of Payments for Amounts Due to County) of this Agreement.

J. CONTRACTOR shall comply with all written instructions provided to CONTRACTOR by the COUNTY, State or other applicable payer source regarding claiming and documentation.

K. Nothing in this Section VIII shall be construed to limit CONTRACTOR'S rights to appeal Federal and State settlement and/or audit findings in accordance with the applicable Federal and State regulations.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by

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CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B-3, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each

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monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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BOSTON SCIENTIFIC CORPORATION SERVICE AGREEMENT

This Service Agreement (hereinafter “Agreement”) is made by and between the County of Monterey, a political subdivision of the State of California, for the provision of services for Natividad Medical Center, an acute care hospital ("Customer"), and Boston Scientific Corporation hereinafter “Boston Scientific” (collectively, Customer and Boston Scientific are referred to as the “Parties.”).

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

Boston Scientific agrees to sell Customer one or more extended service plans (“Service Plan”) for the Equipment listed on Service Agreement Quote (the “Equipment”), to which this Agreement is attached, or incorporated therein by reference:

1. Service Coverage Period. Boston Scientific shall provide the services for each piece of Equipment per Exhibit A.

   a. The term of this Agreement is from **December 3, 2025** through **December 2, 2029** (“Service Coverage Period”) unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Boston Scientific and Customer and with Customer signing last and Boston Scientific may not commence work before Customer signs this Agreement.

   b. If applicable under the Customer’s selected service plan (i.e. EverCare), for any equipment software or hardware upgrades, provided during this Service Coverage Period, the End Date for such upgraded equipment will remain as stated on page 1 of this Agreement.

2. Initial Inspection. Customer certifies that each piece of Equipment is in good working condition on the commencement of the Service Coverage Period for such Equipment. Boston Scientific may inspect a piece of Equipment before commencement of its Service Coverage Period. Any deficiencies discovered during the inspection that are not covered by Boston Scientific’s standard one (1) year Equipment warranty provided with purchase and that require correction may be corrected, at Boston Scientific’s discretion, and billed to the Customer at Boston Scientific’s applicable rates.

3. Payment. Customer shall pay Boston Scientific in accordance with the payment provisions set forth in Exhibit A, subject to the limitations of this Agreement. The total amount payable under this Agreement shall not exceed the sum of $48,600. The Customer’s County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice from Natividad’s Accounts Payable department.

4. Amendments. The terms and conditions set forth in any Customer Purchase Order shall not apply to or govern this Agreement. No modification to the terms of this Agreement shall be binding unless made in writing and signed by a duly authorized representative of each party.

5. Pricing and Discounts. Pricing for this Agreement must be fully and accurately reported on all claims for payment filed with third party payors, including applicable Medicare, Medicaid and state agency cost reports, in accordance with all applicable federal and state laws and applicable agreements. If Customer is a cost reporting entity, Customer should report the actual prices paid net of any discounts received pursuant to this Agreement on Medicare, Medicaid and all other federal health care program cost reports in the fiscal year in which the discount is earned or the following year.
   Customer should also retain a copy of this Agreement, and communications regarding this Agreement, together with the invoices for purchase and permit agents of the U.S. Department of Health and Human Services or any state agency access to such records upon request.

6. Confidentiality. Boston Scientific 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. Boston Scientific shall not disclose any confidential records or other confidential information received from Customer or prepared in connection with the performance of this Agreement, unless Customer specifically permits Boston Scientific to disclose such records or information. Boston Scientific shall promptly transmit to Customer any and all requests for disclosure of any such confidential records or information. Boston Scientific shall not use any confidential information gained by Boston Scientific in the performance of this Agreement except for the sole purpose of carrying out Boston Scientific’s obligations under this Agreement. Notwithstanding the foregoing, Boston Scientific’s proprietary, trade secret, or other confidential business information that is clearly marked as “Confidential” or otherwise identified as such that Customer may obtained during the performance of this Agreement shall not be disclosed to the public to the extent permitted by law. If the Customer receives a request for disclosure of such information, it shall promptly notify Boston Scientific to allow Boston Scientific an opportunity to seek protection under applicable law. Confidential information obtained by Boston Scientific in the performance of this Agreement shall be used solely for the purpose of fulfilling its obligations under this Agreement.

7. HIPAA. Customer is obligated by the Health Insurance Portability and Accountability Act (“HIPAA”) and the HIPAA Privacy and Security Rules, as well as other state and local laws, to maintain the privacy of any protected health information (“PHI”) of its patients. Prior to Customer returning the Equipment or Boston Scientific servicing the Equipment, Customer shall delete all PHI from the Equipment. Upon receipt of returned Equipment, Boston Scientific may delete any PHI remaining on the Equipment. Because Boston Scientific is a manufacturer of medical devices and would only have incidental access, if at all, to PHI and such access could occur in the return or servicing of the Equipment, Boston Scientific is not a Business Associate and a Business Associate Agreement is not appropriate or necessary.

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8. Equipment Warranty; Limitation of Liability. **Except as expressly set forth in this Agreement, Boston Scientific makes no warranties about the Equipment or services, and excludes all warranties not expressly set forth herein, whether expressed or implied by operation of law or otherwise, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose**. Boston Scientific shall in no event have obligations or liabilities to Customer or any other person for loss of profits, loss of use, or indirect, incidental, special, or consequential damages arising out of or in connection with Boston Scientific's performance contemplated hereunder, or any failure or delay in connection with any of the foregoing. Without limiting the generality of the foregoing, Boston Scientific shall not be liable for personal injury or property damage, except for bodily injury, death, or property damage caused solely and directly by the intentional misconduct of Boston Scientific or any of its employees or agents. In no event shall the liability of Boston Scientific arising in connection with any service provided hereunder exceed the actual amount paid by Customer to Boston Scientific under this Agreement. **Boston Scientific assumes no liability with respect to Equipment use by a non-qualified physician or personnel or use contrary to Equipment labeling.**

8. TERMINATION:

8.1 During the term of this Agreement, Customer may terminate the Agreement for any reason by giving written notice of termination to the Boston Scientific 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.

8.2 Customer may cancel and terminate this Agreement for good cause effective immediately upon written notice to Boston Scientific. "Good cause" includes the failure of Boston Scientific to perform the required services at the time and in the manner provided under this Agreement. If Customer terminates this Agreement for good cause, Customer may be relieved of the payment of any consideration to Boston Scientific, and Customer may proceed with the work in any manner, which Customer deems proper. The cost to Customer shall be deducted from any sum due the Boston Scientific under this Agreement.

8.3 Customer reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty (30) day written notice, or with cause immediately.

8.4 Customer's payments to Boston Scientific 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 Customer's purchase of the indicated quantity of services, then Customer may give written notice of this fact to Boston Scientific, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the Customer may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

9. INDEMNIFICATION:

Boston Scientific shall indemnify, defend, and hold harmless Customer, its officers, agents and employees from any claim, liability, loss injury or damage arising out of, or in connection with, performance of this Agreement by Boston Scientific and/or its agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of personnel employed by the Customer. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the Customer. The Boston Scientific shall reimburse the Customer for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Boston Scientific is obligated to indemnify, defend and hold harmless the Customer under this Agreement.

10. INSURANCE:

Evidence of Coverage:

Prior to commencement of this Agreement, Boston Scientific 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..

This verification of coverage shall be sent to Natividad's Contracts Department, unless otherwise directed. Boston Scientific shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and Customer has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Boston Scientific.

10.1 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 Natividad's Contracts Department Manager.

10.2 Insurance Coverage Requirements: Without limiting Boston Scientific's duty to indemnify, Boston Scientific 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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10.3 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, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

10.4 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$1M per occurrence.

10.5 Workers' Compensation Insurance, If Boston Scientific employs other 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.

10.6 Product Liability Insurance with professional extension, if required for the professional services being provided, in the amount of not less than $1,000,000 per claim and $2,000,000 in aggregate.

10.1. Boston Scientific will maintain this coverage for the duration of this Agreement, and if the policy is claims-made and continuous coverage is not purchased, Boston Scientific will maintain tail coverage for a time period equivalent to the greater of the statute of limitations for negligence or product liability claims 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.

Other Insurance Requirements:

10.7 All insurance required by this Agreement shall be with a company acceptable to Customer and issued and executed by an admitted insurer authorized to transact insurance business in the State of California.

10.9 Each liability policy shall provide that Customer shall be given notice in writing at least thirty days of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Boston Scientific 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–Boston Scientific shall not use subcontractors for the performance of service under this Agreement. The parties agree that if Boston Scientific intends to use subcontractors at any time during the term of the Agreement with the consent of the Customer, the above language shall apply.

10.10 **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 Customer and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by Boston Scientific's insurance**.

10.11 Prior to the execution of this Agreement by Customer, Boston Scientific shall file certificates of insurance with Natividad's Contracts Department, showing that Boston Scientific has in effect the insurance required by this Agreement. Boston Scientific 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.

10.12 Boston Scientific 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 Customer, annual certificates to Natividad's Contracts Department Failure by Boston Scientific to maintain such insurance is a default of this Agreement, which entitles Customer, at its sole discretion, to terminate the Agreement immediately.

11. NON-DISCRIMINATION:

During the performance of this Agreement, Boston Scientific, 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 Boston Scientific's employment practices or in the furnishing of services to recipients. Boston Scientific 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. Boston Scientific and any subcontractor shall, in the performance of this Agreement, full 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.

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12. COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT:

If this Agreement has been or will be funded with monies received by Customer pursuant to a contract with the state or federal government in which Customer is the grantee, Boston Scientific will comply with all the provisions of said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, Customer will deliver a copy of said contract to Boston Scientific, at no cost to Boston Scientific.

13. INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, Boston Scientific is at all times acting and performing as an independent contractor and not as an employee of Customer. No offer or obligation of permanent employment with Customer or particular County department or agency is intended in any manner, and Boston Scientific shall not become entitled by virtue of this Agreement to receive from Customer any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. Boston Scientific 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, Boston Scientific shall defend, indemnify, and hold Customer and the County of Monterey harmless from any and all liability, which Customer may incur because of Boston Scientific's failure to pay such taxes.

14. Notices: Notices required under this Agreement shall be delivered personally or by first-class, postage per-paid mail to Customer and Boston Scientific's contract administrators at the addresses listed below.

Customer:
Natividad Medical Center
Attn: Contracts Division
Natividad Medical Center
1441 Constitution Blvd.
Salinas, CA 93906

Boston Scientific
Boston Scientific Corporation
100 Boston Scientific Way
Marlborough, MA 01752
Attn. Manager, Shared Services

15. **Disputes.** Boston Scientific shall continue to perform under this Agreement during any dispute.

16. **Assignment and Subcontracting.** Boston Scientific shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of Customer. None of the services covered by this Agreement shall be subcontracted without the prior written approval of Customer. Notwithstanding any such subcontract, Boston Scientific shall continue to be liable for the performance of all requirements of this Agreement.

17. **Compliance with Applicable Law.** The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

18. **Time is of the Essence.** Time is of the essence in each and all of the provisions of this Agreement.

19. **Governing Law.** This Agreement shall be governed by and interpreted under the laws of the State of California.

20. **Non-exclusive Agreement.** This Agreement is non-exclusive and both Customer and Boston Scientific expressly reserve the right to contract with other entities for the same or similar services.

21. **Construction of Agreement.** Customer and Boston Scientific 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.

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. **Integration.** This Agreement, including the exhibits, represents the entire Agreement between Customer and Boston Scientific with respect to the subject matter of this Agreement and shall supersede all prior negotiations. Representations, or agreements, either written or oral, between Customer and Boston Scientific as of the effective date of this Agreement, which is the date that Customer signs the Agreement.

24. **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.

25. Services. Pursuant to the terms of this Agreement:

    a. Subject to the exclusions in Section 26 and Section 27, if applicable under the Customer's selected Service Plan for the Equipment, Boston Scientific shall repair or replace the Equipment or any part of the Equipment that it determines becomes defective during the term of this Agreement.

    b. Boston Scientific will provide service for the Equipment during standard business hours (8:00 a.m. to 5:00 p.m., Monday through Friday in the applicable time zone), except on Boston Scientific declared holidays.

    c. Replacement parts or Equipment provided pursuant to this Agreement will be free of defects in material and workmanship at the time of installation. A replacement part or replacement Equipment may, at Boston Scientific's sole discretion, be new or reconditioned. At Boston Scientific's election, or as set out in the applicable Service Plan, any removed part or exchanged Equipment becomes the property of Boston Scientific and must be returned to Boston Scientific.

    d. For each piece of Equipment, service provided under this Agreement is warranted through termination or expiration of its Service Coverage Period or for ninety (90) days, whichever is longer.

    e. If a Boston Scientific representative is scheduled to be at the Customer's location and is unable to provide service within thirty (30) minutes of the scheduled time not due to the fault of the representative, Customer is responsible for payment of a flat fee at Boston Scientific's applicable rates equal to the time between the scheduled time and the time when service may begin.

    f. If Equipment is scheduled for remedial maintenance other than during standard business hours, such service will be furnished at Boston Scientific's applicable rates, including travel time. If remedial maintenance service begins during standard business hours and, at the Customer's request, extends more than one hour after standard business hours, customer will be charged a flat rate fee at applicable rates for time that exceeds more than one hour.

    g. If applicable under Customer's selected Service Plan for Equipment and subject to availability, loaner equipment or parts may be provided to Customer for a period of time while the Customer's Equipment is being repaired or replaced. Customer shall return any such loaner equipment or parts to Boston Scientific within five (5) business days after receipt by Customer of the repaired or replacement equipment. Unless Boston Scientific have provided a pre-paid shipping label, Customer shall be responsible for costs associated with returning loaner equipment or parts to Boston Scientific.

26. Exclusions. The following are expressly excluded from service coverage under this Agreement:

    a. Disposable items or accessories, including, but not limited to, catheters, cables (unless expressly included in the terms of the Customer's selected Service Plan), tubing, motor drive covers or sterile drapes, introducers, probes, power cords, junction boxes, manuals, etc.

    b. Software upgrades (unless expressly included in the terms of the Customer's selected Service Plan).

    c. Hardware upgrades (unless expressly included in the terms of the Customer's selected Service Plan).

    d. Costs associated with: the preparation and installation of the Equipment including arm plate mounting etc., and/or movement/removal of the Equipment (unless expressly included in the terms of the Customer's selected Service Plan).

    e. Costs associated with any other third-party equipment or software not purchased from Boston Scientific.

    f. Preventative maintenance on the Equipment, unless expressly included in the terms of the Customer's selected Service Plan.

    g. Replacing or repairing Equipment or parts of it with damage caused by or resulting from:

        i. Any intentional or negligent acts or omissions of Customer's employees or agents.

        ii. Any accidental or cosmetic damage to the Equipment, unless expressly included in the terms of the Customer's selected Service Plan.

        iii. Attempts to repair, alter, or access the internal components of the Equipment, or to deinstall, reinstall or relocate the Equipment, made by persons other than Boston Scientific's authorized personnel, without prior approval of Boston Scientific.

        iv. Misuse of the Equipment, including, without limitation, use of the Equipment for any application or function for which it was not designed or use contrary to any Equipment documentation.

        v. Use of operating supplies, consumable parts or cleaning materials, not approved by Boston Scientific.

        vi. Any hardware or software not manufactured and installed by Boston Scientific.

        vii. The transportation or storage of Equipment by Customer or other causes within the reasonable control of Customer.

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viii. Fire, flood, earthquake, storm, hurricane, or other natural disaster, war, terrorism, strike, lockout or other labor dispute, or failure of the operation of electricity, water, telephones, internet service, or other utilities.

Ix. Network or computer malfunction, viruses, malware, security breach, improper or unauthorized access or use of Customer's network or systems, any third-party software, or any event affecting the data security or integrity of Equipment, including errors or omissions, interruptions, or any other inaccuracies caused by such events, except that, if a Boston Scientific Network Security Device ("NSD") has been installed on the Equipment prior to connecting the Equipment to the hospital network and the NSD remains fully enabled following installation, Customer acknowledges Customer remains fully responsible for the security and integrity of its network and systems and in no respect does the connection of the Equipment to the hospital network or the availability and/or use of an NSD transfer the responsibility of network or system security or any legal liability to Boston Scientific.

h. Any other service or item excluded in the Customer's selected Service Plan.

27. Obsolescence. If a part used on or in the Equipment becomes obsolete by Boston Scientific or any supplier of Boston Scientific, and, if Boston Scientific is unable to repair or replace that part of the Equipment because of such obsolescence, Boston Scientific shall notify Customer of such obsolescence and that Boston Scientific will not be able to repair or replace the Equipment. In such case, Boston Scientific will apply a credit for any unused monetary balance on this Agreement toward Customer's purchase of a then-current model of such Equipment covered under the Customer's selected Service Plan. This credit will be Customer's sole and exclusive remedy in the case of part obsolescence.

28. Transferability. Should the Customer sell or otherwise transfer title on equipment that is covered under an ExpertCare service agreement, that title transfer nullifies the existing service coverage. The contract will be considered void, and the Service Provider will have no further obligations under the service contract.

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Signature Page to Follow

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COUNTY OF MONTEREY, on behalf of
NATIVIDAD MEDICAL CENTER

By: _____
Charles R. Harris, CEO Natividad

Date: _____

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta 696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 3/27/2026 | 12:11 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Monterey County Deputy Auditor/Controller

Date: 3/27/2026 | 2:25 PM PDT

CONTRACTOR

Boston Scientific Corporation
Contractor's Business Name*** (see instructions)

Signed by: Josh Papenbrook 3C4E40F252CC407...
Signature of Chair, President, or Vice-President

Josh Papenbrook,
Sales Director, U.S. ExpertCare Solutions
Name and Title

Date: 2/23/2026 | 11:38 AM PST

`

By: Signed by: Numene Bartekwa CE3472F2D373455...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)

Numene Bartekwa,
ExpertCare Contract Administrator
Name and Title

Date: 2/23/2026 | 11:48 AM PST

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Exhibit A:
Scope of Services/ Payment Provisions

I. Description of All Services to be Rendered by CONTRACTOR:
CONTRACTOR shall provide NMC with equipment support and services to the Lumenis Pulse 100H Holmium Laser System.

II. CONTRACTOR Obligations:

a. LT Pulse 100 EssentialCare coverage include:
1. All software updates
2. 100% Coverage on parts/travel/labor charges
3. 1 Preventative Maintenance every 12 months
4. Direct access to Technician Service Center
5. 24/7 Phone support during patient procedure
6. Priority service and repair support
7. 2 Business Day response time
8. Standard 2 business day shipping

b. Subject to the exclusions stated in the terms and conditions of this Agreement, if applicable under the Customer's selected Service Plan for the Equipment, Boston Scientific shall repair or replace the Equipment or any part of the Equipment that it determines becomes defective during the term of this Agreement.

c. Boston Scientific will provide service for the Equipment during standard business hours (8:00 a.m. to 5:00 p.m., Monday through Friday in the applicable time zone), except on Boston Scientific declared holidays:

- New Year's Day
- Martin Luther King Jr. Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Day

d. Replacement parts or Equipment provided pursuant to this Agreement will be free of defects in material and workmanship at the time of installation. A replacement part or replacement Equipment may, at Boston Scientific's sole discretion, be new or reconditioned. At Boston Scientific's election, or as set out in the applicable Service Plan, any removed part or exchanged Equipment becomes the property of Boston Scientific and must be returned to Boston Scientific.

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e. For each piece of Equipment, service provided under this Agreement is warranted through termination or expiration of its Service Coverage Period or for ninety (90) days, whichever is longer.

f. If a Boston Scientific representative is scheduled to be at the Customer's location and is unable to provide service within thirty (30) minutes of the scheduled time not due to the fault of the representative, Customer is responsible for payment of a flat fee at Boston Scientific's applicable rates equal to the time between the scheduled time and the time when service may begin.

g. If Equipment is scheduled for remedial maintenance other than during standard business hours, such service will be furnished at Boston Scientific's applicable rates, including travel time. If remedial maintenance service begins during standard business hours and, at the Customer's request, extends more than one hour after standard business hours, customer will be charged a flat rate fee at applicable rates for time that exceeds more than one hour.

h. If applicable under Customer's selected Service Plan for Equipment and subject to availability, loaner equipment or parts may be provided to Customer for a period of time while the Customer's Equipment is being repaired or replaced. Customer shall return any such loaner equipment or parts to Boston Scientific within five (5) business days after receipt by Customer of the repaired or replacement equipment. Unless Boston Scientific have provided a pre-paid shipping label, Customer shall be responsible for costs associated with returning loaner equipment or parts to Boston Scientific.

i. **Excludes**: Replacement of disposable items and accessories, including but not limited to catheters, cables, manuals, safety glasses, outer panels, blast shields, fibers, fiber pole base and hand pieces, loaner, software upgrade, hardware upgrade, and costs associated with preparation & installation of the Pulse™ 100H Holmium Laser Therapy System, and any other third party equipment not purchased from BSC. Accidental/physical damage is not covered, including damage to the system chassis. Loss of the equipment is not covered.

III. Pricing/Fees:

a. Boston Scientific shall invoice Customer for the total price stated herein:

Quantity: 1	Description	Start Date	End Date	List Price	Discount	Extended Price
Serial Number(s): 3201	**LT Pulse 100 EssentialCare 4 y**	**12/03/2025**	**12/02/2029**	**$54,000**	**$5,400**	**$48,600**

b. Boston Scientific 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.

c. 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.

d. Customer may, in its sole discretion, terminate the contract or withhold payments claimed by Boston Scientific for services rendered if Boston Scientific fails to satisfactorily comply with any term or condition of this Agreement.

Docusign Envelope ID: F36B67FE-4AEF-48F9-A182-701CEC701A8D

e. Upon receipt of Purchase Order, Customer will be invoiced for the Total Price listed for the option selected.

f. Customer shall email an official Purchase Order to the Boston Scientific Service Sales Representative. By issuing a purchase order for the service plan at the price set forth above, Customer acknowledge and agree to, and are deemed to have accepted, Boston Scientific's Service Agreement and the Terms and Conditions attached to it.

The remainder of this page has been left blank intentionally.

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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 Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16146 ; Amendment No.: 3
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 3 to the Agreement (A-16146) with Locumtenens.com LLC for recruitment and assignment of physician services to increase by $600,000 for a revised total agreement amount not to exceed $2,700,000 with no change to the agreement term (August 26, 2022 through August 25, 2024).

PASSED AND ADOPTED on this 7th day of November 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew

Motion Passed 4 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 November 7, 2023.

Dated: November 14, 2023
File ID: A 23-507
Agenda Item No.: 40

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

Vicente Ramirez, Deputy

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

AMENDMENT NO. 3
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 3 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024).

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, and in this Amendment No. 3 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in 'Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3' attached hereto this Amendment No. 3.
   The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $2,700,000."

2. If there is any conflict or inconsistency between the provisions of Agreement, Amendment No. 1, Amendment No. 2 or this Amendment No. 3, the provisions of this Amendment No. 3 shall govern.

3. This Amendment No. 3 shall be effective when signed by the Parties.

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 3 on the basis set forth in this document and have executed this Amendment No. 3 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 11/28/2023 | 9:08 AM PST

APPROVED AS TO LEGAL PROVISIONS

DocuSigned by:
By: Stacy Saetta
C0ECE1B99E444A9...
Monterey County Deputy County Counsel

Date: 10/5/2023 | 7:48 PM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E657875454AE...
Monterey County Deputy Auditor/Controller

Date: 10/9/2023 | 9:47 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

By: Justin Bracco
Justin Bracco (Sep 25, 2023 17:27 EDT)
(Signature of: Chair, President, or Vice-President)

Associate Vice President Justin Bracco
Name and Title

Date: Sep 25, 2023

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

_____
Name and Title

Date: _____

DocuSign Envelope ID: 03BF06AB-21E8-4329-A8FF-C892AC30AF85

Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3

The parties agree that the following types of Contractors may be provided by LocumTenens.com under the Client Agreement. The fees applicable to such Contractors are described below.

Specialty:	**Vascular Surgery (Doctor, On-Site)**
RATES	
Regular	Up to $5,400.90 Per Day
24 Hour Call:	Up to $5,400.90 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$45,000 Per Booking

Specialty:	**Urology (Doctor, On-Site)**
RATES	
Regular	$3,708.00 Per Day
Deposit	$15,000.00 Per Booking
CALL	
24 Hour Call	$3,708.00 Per Day
HOLIDAY	
Holiday Premium	Multiplier of 1.50 applied to Rates and Call on Holidays
FEES & EXPENSES	
Perm Fee	$40,000.00 Per Booking

Rates are subject to change based upon market conditions.

Additional Provisions, if any:

The provisions hereof shall control over any inconsistent provisions contained in the Client Agreement (to the extent of the inconsistency). The effective date of this Exhibit A-3 is upon execution of Amendment No. 3.

CLIENT: Natividad Medical Center

Name: **Charles Harris**

Sign :

Title: CEO

Date:

LOCUMTENENS.COM, LLC

Name: Justin Bracco

Sign : Justin Bracco

Title: Associate Vice President

Date: Sep 26, 2023

2575 Northwinds Parkway • Alpharetta, GA 30009 • 1-800-Locum MD or (562-8663)

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

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 Mary L. Adams to:

Agreement No.: A-16146 ; Amendment No.: 5
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute amendment No. 5 to the agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physicians services, with no change to the term (August 26, 2022 through August 25, 2025) adding $2,000,000 for a revised total agreement amount not to exceed $9,000,000.

PASSED AND ADOPTED on this 3rd day of December 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 December 3, 2024.

Dated: December 9, 2024
File ID: A 24-543
Agenda Item No.: 48

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

Vicente Ramirez, Deputy

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

AMENDMENT NO. 5
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 5 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, COUNTY and CONTRACTOR amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, COUNTY and CONTRACTOR currently wish to amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or billing rates, and with an 2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000 ;

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, and Amendment No. 4 incorporated herein by this reference, except as specifically set forth below.

1. Section 2, Paragraph titled, "PAYMENTS BY COUNTY" shall be amended to the following:
   "COUNTY shall pay the CONTRACTOR in accordance with the payment provisions set forth in ' The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $9,000,000."

2. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3 and Amendment No. 4.

3. A copy of this Amendment No. 5 shall be attached to the Agreement.

4. This Amendment No. 5 shall be effective when signed by both Parties.

Docusign Envelope ID: 4F40E748-DB74-41F7-8702-2B8683685EEC

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 5 on the basis set forth in this document and have executed this Amendment No. 5 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:
By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/16/2024 | 11:43 AM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:
By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 11/14/2024 | 10:40 AM PST

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:
By: Jennifer Forsyth
4E7E65787545 4AE...
Monterey County Deputy Auditor/Controller

Date: 11/14/2024 | 4:33 PM PST

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senior Vice President
Name and Title

Date: 11/11/2024

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

_____
Name and Title

Date: _____

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

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 Chris Lopez to:

Agreement No.: A-16416 ; Amendment No.: 6
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or his designee to execute Amendment No. 6 to the Agreement (A-16146) with Locumtenens.com, LLC for recruitment and assignment of physician services, extending the Agreement through December 31, 2025, for a revised full Agreement term of August 26, 2022 through December 31, 2025, and adding $1,400,000 for a revised total agreement amount not-to-exceed $10,400,000.

PASSED AND ADOPTED on this 5th day of August 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 August 5, 2025.

Dated: August 6, 2025
File ID: A 25-305
Agenda Item No.: 16

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

AMENDMENT NO. 6
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 6 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, the Parties amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, the Parties amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or the locum tenens rates, and with a $2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000; and

WHEREAS, the Parties currently wish to amended the Agreement to extend the term through December 31, 2026 (August 26, 2025 through December 31, 2026) for a revised agreement term of August 26, 2022 through December 31, 2025, to allow for services to continue with no additions to the scope of work or locum tenens rates, and with a $1,400,000 increase to the amount payable for a revised total agreement amount not-to-exceed $10,400,000.

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, and Amendment No. 5 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence in paragraph titled, "PAYMENTS BY NMC" shall be amended to the following:
   "The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $10,400,000."

2. The paragraph titled, "TERM OF AGREEMENT" shall be amended to the following:
   "The term of this Agreement is from August 8, 2022 through December 31, 2026, unless sooner terminated pursuant to the terms of this Agreement."

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, and Amendment No. 5.

4. A copy of this Amendment No. 6 shall be attached to the Agreement.

5. This Amendment No. 6 shall be effective when signed by the Parties.

Docusign Envelope ID: 63DF4C94-8BB6-4875-A11F-B85C79AFCCA5

IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 6 on the basis set forth in this document and have executed this Amendment No. 6 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

By: DocuSigned by: Andrea J. Rosenberg, Assistant Administrator, Operations & Support Services
69FE3A7515BA4AD...
Charles R. Harris, CEO
for

Date: 8/11/2025 | 1:44 PM PDT

APPROVED AS TO LEGAL PROVISIONS

By: Signed by: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 7/20/2025 | 2:52 PM PDT

APPROVED AS TO FISCAL PROVISIONS

By: DocuSigned by: Patricia Ruiz
E79EE64E57454E6...
Monterey County Deputy Auditor/Controller

Date: 7/21/2025 | 7:29 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

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

Amelia Vietri, Senio Vice President
Name and Title

Date: 7/18/2025

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

_____
Name and Title

Date: _____

Docusign Envelope ID: 5D47CDA1-6A86-4339-B6ED-B67F4D70828F

County of Monterey
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 Glenn Church to:

Agreement No.: A-16146; Amendment No.: 7
Authorize the Chief Executive Officer for Natividad Medical Center (NMC) or a designee to execute amendment No. 7 to the agreement (A-16146) with Locumtenens.com, LLC for recruiting and assignment of physician services, extending the agreement an additional three (3) month period (January 1, 2026 through March 31, 2026) for a revised full agreement term of August 26, 2022 through March 31, 2026, and adding $1,300,000 for a revised total agreement amount not-to-exceed $11,700,000.

PASSED AND ADOPTED on this 9th day of December 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Root 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 December 9, 2025.

Dated: December 11, 2025
File ID: A 25-459
Agenda Item No.: 44

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

Margarita Hernandez, Deputy

Docusign Envelope ID: 5D47CDA1-6A86-4339-B6ED-B67F4D70828F

AMENDMENT NO. 7
TO SERVICES AGREEMENT
BETWEEN LOCUMTENENS.COM LLC AND
THE COUNTY OF MONTEREY ON BEHALF OF NATIVIDAD MEDICAL CENTER
FOR
RECRUITMENT AND ASSIGNMENT OF PHYSICIANS SERVICES

This Amendment No. 7 to the Services Agreement ("Agreement") which was effective on August 26, 2022 is entered into by and between the County of Monterey, on behalf of Natividad Medical Center ("NMC"), and Locumtenens.com LLC ("CONTRACTOR"); **From this point forward, the party referenced previously as "NMC" shall be referenced as "COUNTY" and collectively, COUNTY and CONTRACTOR are referred to as the "Parties" to this Agreement, with respect to the following:**

RECITALS

WHEREAS, the Agreement was executed for recruitment and assignment of physicians services with a term August 26, 2022 through August 25, 2023 and a total Agreement amount not to exceed $100,000; and

WHEREAS, the Parties amended the Agreement to add services to the original scope as per "Exhibit A-1 per Amendment No. 1" with a $500,000 increase for the added services for a total Agreement amount of $600,000 with no change to the Agreement term (August 26, 2022 through August 25, 2023); and

WHEREAS, the Parties amended the Agreement on August 26, 2023 to extend the term for an additional one (1) year period through August 26, 2024 with revisions to the locum tenens rates in the original Agreement per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 2" for a revised full Agreement term of August 26, 2022 through August 25, 2024 with an increase of $1,500,000 for a total Agreement amount not-to-exceed $2,100,000; and

WHEREAS, the Parties amended the Agreement to increase it by $600,000 for a revised total agreement amount not-to-exceed $2,700,000, with revisions to the locum tenens rates per "Exhibit A-3: Revised Services/Payment Provisions as per Amendment No. 3" and no change to the Agreement term (August 26, 2022 through August 25, 2024); and

WHEREAS, the Parties amended the Agreement via Amendment No. 4 to extend the term for an additional one (1) year period through August 25, 2025 for a revised term of Agreement (August 26, 2022 through August 25, 2025) to allow for services to continue with revisions to the locum tenens rates attached hereto "Exhibit A-3: Additional Services/ Payment Provisions as per Amendment No. 4" with an increase of $4,300,000 for a revised total agreement amount not-to-exceed $7,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 5 with no changes to the term (August 26, 2022 through August 25, 2025), to allow for services to continue with no additions to the scope of work or the locum tenens rates, and with a $2,000,000 increase to the amount payable for a revised total agreement amount not-to-exceed $9,000,000; and

WHEREAS, the Parties amended the Agreement via Amendment No. 6 to extend the term through December 31, 2026 (August 26, 2025 through December 31, 2026) for a revised agreement term of August 26, 2022 through December 31, 2025, with no additions to the scope of work or locum tenens rates, and with a $1,400,000 increase to the amount payable for a revised total agreement amount not-to-exceed $10,400,000; and

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WHEREAS, the Parties currently wish to amend the Agreement to extend the term for an additional three (3) month period (January 1, 2026 through March 31, 2026) for a revised agreement term of August 26, 2022 through March 31, 2026, to allow for services to continue with no additions to the scope of work or locum tenens rates, and with a $1,300,000 increase for a revised total agreement amount not-to-exceed $11,700,000.

AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

The Agreement is hereby amended on the terms and conditions as set forth in the Original Agreement, Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, and Amendment No. 6 incorporated herein by this reference, except as specifically set forth below.

1. The second sentence in paragraph titled, "PAYMENTS BY NMC" shall be amended to the following: ***"The total amount payable by COUNTY to CONTRACTOR under this Agreement shall not exceed the sum of $11,700,000."***

2. The paragraph titled, "TERM OF AGREEMENT" shall be amended to the following: ***"The term of this Agreement is from August 26, 2022 through March 31, 2026, unless sooner terminated pursuant to the terms of this Agreement."***

3. Except as provided herein, all remaining terms, conditions and provisions of the Agreement are unchanged and unaffected by this Amendment No. 4 and shall continue in full force and effect as set forth in the Agreement and in Amendment No. 1, Amendment No. 2, Amendment No.3, Amendment No. 4, Amendment No. 5, and Amendment No. 6.

4. A copy of this Amendment No. 7 shall be attached to the Agreement.

5. This Amendment No. 7 shall be effective on January 1, 2026.

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IN WITNESS WHEREOF, the Parties hereto are in agreement with this Amendment No. 7 on the basis set forth in this document and have executed this Amendment No. 7 on the day and year set forth herein.

COUNTY OF MONTEREY on behalf of NATIVIDAD MEDICAL CENTER

DocuSigned by:

By: Charles R. Harris
4E1F837D204E481...
Charles R. Harris, CEO

Date: 12/18/2025 | 2:31 PM PST

APPROVED AS TO LEGAL PROVISIONS

Signed by:

By: Stacy Saetta
696D21D44C4341D...
Monterey County Deputy County Counsel

Date: 10/20/2025 | 9:57 AM PDT

APPROVED AS TO FISCAL PROVISIONS

DocuSigned by:

By: Patricia Ruiz
E79EF64E57454F8...
Monterey County Deputy Auditor/Controller

Date: 10/21/2025 | 9:59 AM PDT

CONTRACTOR

LOCUMTENENS.COM, LLC
CONTRACTOR's Business Name

By: Amelia Vietri
(Signature of: Chair, President, or Vice-President)

Amelia Vietri, Senior Vice President
Name and Title

Date: 10/14/2025

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

_____
Name and Title

Date: _____