County of Monterey

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

Meeting Agenda - Final

Tuesday, August 19, 2025
9:00 AM

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

Board of Supervisors

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

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@co.monterey.ca.us. 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.

Participación en reuniones

Mientras las cámaras de la Junta permanezcan abiertas, los miembros del público pueden participar en las reuniones de la Junta de 2 maneras:

1. Podrá asistir personalmente a la reunión; o,

2. Puede observar la transmisión en vivo de las reuniones de la Junta de Supervisores en https://monterey.legistar.com/Calendar.aspx, http://www.mgtvonline.com/, www.youtube.com/c/MontereyCountyTV o https://www.facebook.com/MontereyCoInfo/

Si elige no asistir a la reunión de la Junta de Supervisores pero desea hacer comentarios del público en general o comentar un tema específico de la agenda, puede hacerlo de 2 maneras:

a. envíe su comentario por correo electrónico antes de las 5:00 p.m. el lunes anterior a la reunión de la Junta. Envíe su comentario al Secretario de la Junta a cob@co.monterey.ca.us. En un esfuerzo por ayudar al secretario a identificar el tema de la agenda relacionado con su comentario público, indique en la línea de asunto el cuerpo de la reunión (es decir, la agenda de la Junta de Supervisores) y el número de artículo (es decir, el artículo n.º 10). Su comentario se colocará en el registro en la reunión de la Junta.

b. puedes participar a través de ZOOM. Para participar en ZOOM, únase por audio de computadora en: https://montereycty.zoom.us/j/224397747

O para participar por teléfono llame a cualquiera de estos números a continuación:

+1 669 900 6833 EE. UU. (San José)
+1 346 248 7799 EE. UU. (Houston)
+1 312 626 6799 EE. UU. (Chicago)
+1 929 205 6099 EE. UU. (Nueva York)
+1 253 215 8782 EE. UU.
+1 301 715 8592 EE. UU.

Ingrese este número de ID de reunión: 224397747 cuando se le solicite. Tenga en cuenta que no hay un código de participante, simplemente presione # nuevamente después de que la grabación lo solicite.

Se le colocará en la reunión como asistente; cuando esté listo para hacer un comentario público si se une al audio de la computadora, levante la mano; y por teléfono, presione *9 en su teclado.

TENGA EN CUENTA: SI TODOS LOS MIEMBROS DE LA JUNTA ESTÁN PRESENTES EN PERSONA, LA PARTICIPACIÓN DEL PÚBLICO POR ZOOM ES ÚNICAMENTE POR CONVENIENCIA Y NO ES REQUERIDA POR LA LEY. SI LA ALIMENTACIÓN DE ZOOM SE PIERDE POR CUALQUIER MOTIVO, LA REUNIÓN PUEDE PAUSARSE MIENTRAS SE

INTENTA UNA SOLUCIÓN, PERO LA REUNIÓN PUEDE CONTINUAR A DISCRECIÓN DEL PRESIDENTE.

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 Monterey County Government Center, 168 W. Alisal St., 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.
La Cámara de Supervisores del Condado de Monterey invita y apoya la participación de los residentes del Condado de Monterey en sus reuniones. Si usted requiere la asistencia de un interprete, por favor comuníquese con la oficina de la Asistente de la Cámara de Supervisores localizada en el Centro de Gobierno del Condado

de Monterey, (Monterey County Government Center), 168 W. Alisal, Salinas – o por teléfono al (831) 755-5066. La Asistente hará el esfuerzo para acomodar los pedidos de asistencia de un interprete. Los pedidos se deberán hacer lo mas pronto posible, y a lo mínimo 24 horas de anticipo de cualquier reunión de la Cámara de Supervisores.

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/INFORMACION UTIL

Sign Up For Alerts on items you may be interested in to keep informed and up to date on the Monterey County 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@co.monterey.ca.us

Regístrese para recibir alertas sobre artículos que le pueden interesar para mantenerse informado y actualizado sobre la Junta de Supervisores del Condado de Monterey

Para crear una alerta, regístrese y siga la Guía del usuario para crear alertas para calendarios, detalles de reuniones, elementos de agenda y detalles de elementos en el siguiente enlace:

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

Si necesita ayuda, comuníquese con nuestra oficina al siguiente correo electrónico: cob@co.monterey.ca.us

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)(2), the Board will confer with legal counsel regarding four matters of significant exposure to litigation.

   b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) Mary Adams (Worker's Compensation Appeals Board No. ADJ14951193)

   c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Public Defender.

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 Resolution Honoring North Salinas High School Track and Field Athlete Clara Adams for Winning Two Junior National Championships, Breaking Local Records and Serving as an Inspiration to Young Athletes, and Declaring Every August 19 as "Clara Adams Day" in Monterey County. (Supervisor Alejo)

Attachments: Ceremonial Resolution - Clara Adams Day

Appointments

3. Correct the term expiration for Larry Santos to the South Monterey County Fire Protection District from December 1, 2025 to December 1, 2028. (Nominated by South Monterey County Fire Protection District)

Attachments: Notification to Clerk of Appt - Larry Santos
Application - Larry Santos

4. Reappoint Kelly Stracke to the Parks Commission as a District 4 Representative with a term end date of January 31, 2029. (District Specific - District 4, Supervisor Askew)

Attachments: Notification to Clerk of Appt - Kelly Stracke
Application - Kelly Stracke
Resume - Kelly Stracke_Redacted

5. Appoint David Prina to the Parks Commission representing District 2 to fill an unexpired term with a term end date of September 17, 2028. (District Specific - District 2, Supervisor Church)

Attachments: Notification to Clerk of Appt - David Prina
Application - David Prina
Resume - David Prina

6. Reappoint Germaine Esquivel to the Community Action Commission representing District 4 with a term expiration date on June 30, 2028. (District Specific - District 4, Supervisor Askew)

Attachments: Notification to Clerk of Appt - Germaine Esquievel
Resume - Germaine Esquivel

7. Appoint Jose Sanchez Barajas to Commission on Disabilities representing the Monterey-Salinas Transit District with a term expiration date on December 31, 2027. (Nominated by Monterey-Salinas Transit District)

Attachments: Notification to Clerk of Appt - Jose Sanchez Barajas
Resume - Jose Sanchez Barajas
Monterey County Disability Commission Letter of Support - Jose Sanchez Barajas

8. Reappoint Connie Pineda to the Community Action Commission representing District 1 as a Private Sector Representative with a term end date of July 1, 2028 (District Specific - District 1, Supervisor Alejo)

Attachments: Notification to Clerk of Appt - Connie Pineda
Application - Connie Pineda
Resume - Connie Pineda

9. Correct the term expiration for Ron Bernard to the South Monterey County Fire Protection District from December 1, 2025 to December 1, 2028. (Nominated by South Monterey County Fire Protection District)

Attachments: Notification to Clerk of Appt - Ron Bernard
Application - Ron Bernard

Approval of Consent Calendar – (See Supplemental Sheet)

10. See Supplemental Sheet

General Public Comments

11. General Public Comments

Scheduled Matters

12. **PLN210158 - PEDRAZZI**
Public hearing to consider adoption of a Resolution:
a. Adopting a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;
b. Approving a Standard Subdivision Tentative Map to allow division of a 378.19-acre parcel and 38.54-acre parcel under a Williamson Act Agricultural Preserve Land Conservation Contract No. 73-12, and a 5.76-acre parcel not under a Williamson Act 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, consisting of Parcel E of 40.04 acres and Remainder Parcel F consisting of 174.49 acres, respectively;
c. Adopting a Condition Compliance and Mitigation Monitoring and Reporting Plan;
d. Authorizing the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract amending Land Conservation Contract No. 73-12 (established pursuant to

Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, and simultaneously execute a new or amended Agricultural Preserve Land Conservation Contract, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
e. Directing the Clerk of the Board to record the new or amended Land Conservation Contract subject to the submittal of corresponding recording fees by the property owners of record.
(Agricultural Subdivision - PLN210158/1990 Agnes Pedrazzi Revocable Trust u/d/t dated April 6, 1990, and 1993 Pedrazzi Revocable Trust u/d/t dated December 3, 1993, 800 and 808 River Road, Salinas, (Assessor's Parcel Numbers: 167-031-003-000, 416-461-037-000, and 416-441-015-000), Toro Area Plan, Agricultural Winery Corridor Plan)

Attachments: Board Report
Attachment A - Draft Resolution
Attachment B – Vicinity Map
Attachment C – Agricultural Advisory Committee Minutes (August 24, 2023)
Attachment D – Toro Land Use Advisory Committee Minutes (October 23, 2023)
Attachment E – Agricultural Preserve Contract No. 73-12 (Board of Supervisors
Attachment F – Agricultural Preserve Contract Board Resolution No. – 03-383
Attachment G – Monterey County Superior Court Ordered Partition Case No. M-83258
Attachment H – Public Reviewed Draft Initial StudyMitigated Negative Declaration

13. 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

Other Board Matters

Referral Matrix and New Referrals

14. Referral Matrix and New Referrals

Attachments: Board Referral Matrix 8-19-25
2025.09 (Lopez) Anza National Historic Trail Auto Tour Signs

County Administrative Officer Comments

15. County Administrative Officer Comments

Board Comments

16. Board Comments

Read Out from Closed Session by County Counsel

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

Adjourn from Closed Session

Upcoming Board of Supervisors Meetings for 2025

2025 Board of Supervisors Meeting Schedule

Attachments: 2025 Board of Supervisors Meeting Dates

Supplemental Sheet, Consent Calendar

Natividad Medical Center

17. Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to abolish the classification of: Medical Librarian as indicated in Attachment A effective August 9, 2025; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

Attachments: Board Report
Attachment A
Resolution

Health Department

18. a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and Altos Health Partners (AHP) for the provision of Electroconvulsive therapy (ECT) treatment for a total Agreement amount not to exceed $85,200 for FY's 2025-27 for the term of September 1, 2025 through June 30, 2027; and
b. Approve non-standard insurance 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% ($8,520) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $93,720.

Attachments: Board Report
Agreement

19. a. Approve and authorize the Director of Health Services or designee to execute a retroactive Mental Health Services Agreement between the County of Monterey and A&A Health Services, LLC for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of $625,923 for the retroactive term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($62,592) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $688,515.

Attachments: Board Report
Agreement

20. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the Mental Health Services Agreement A-17250 with Promesa Behavioral Health for the provision of

Short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth, extending the term one fiscal year for a new term of September 3, 2024 to June 30, 2027 adding funds totaling $281,736 which represents an increase of $34,224 for FY 2024-2025, $112,708 for FY 2025-2026 and $134,804 for FY 2026-2027 for a revised total Agreement amount not to exceed $318,162; and b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($31,816) of the original Agreement amount, with a total not to exceed amount of $349,978 and that do not substantially change the scope of services.

Attachments: Board Report
Amendment No.1
Board Order(Agreement)
Agreement

21. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 1 to the Mental Health Services Agreement with FasPsych, LLC., to add funding to support administrative services and extend the term of the agreement to June 30, 2026 for a revised total Agreement amount from $72,000 to $112,350 which represents, an increase of $930 for FY 2024-2025 and $39,420 for FY 2025-2026.

Attachments: Board Report
Amendment No.1
Agreement

General Government

22. Approve and authorize the Library Director or their designee to execute an agreement with Branch's Janitorial Service, Inc. with a retroactive term of July 1, 2025, to June 30, 2026, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $11,700

Attachments: Board Report
Contract
Attachment A

23. Approve and authorize the Library Director or their designee to execute an agreement with UV Landscaping LLC, with a retroactive term of July 1, 2025, through June 30, 2026, to provide landscaping services and weed abatement at the San Lucas Library in a not-to-exceed amount of $5,160

Attachments: Board Report
Contract
Exhibit A

24. a. Authorize the Chief Information Officer to execute Amendment No. 1 to the Standard Agreement with ConvergeOne, Incorporated for infrastructure services on an as-needed basis, increasing the agreement amount by $152,000 for a revised agreement total of $250,000 and extending the term through September 16, 2028; and
b. Authorize the Chief Information Officer, or his designee, to execute associated order forms and such documents as are necessary for services with ConvergeOne, Incorporated; and
c. Authorize the Chief Information Officer the option to extend the agreement up to three (3) additional one (1) year periods though September 16, 2031 provided that the total additional costs do not exceed 10% of the prior year's cost, with a maximum total increase of $184,480 for a total agreement not to exceed amount of $434,480 and so long as the Order Forms do not significantly alter the terms of the Standard Agreement, even if no additional Agreements are entered into, subject to County Counsel review.

Attachments: Board Report
Standard Agreement
Amendment No. 1

25. Approve authorizing the Auditor-Controller and Treasurer-Tax Collector to refund taxes without requiring constituents to file a claim for refund, when specified conditions are met as allowed under the Revenue and Taxation Code Section 5105.

Attachments: Board Report
Resolution

26. a. Adopt an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y;
b. Adopt a Resolution to:
i. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to amend Sections A.9.19 Longevity Pay, A.10.3 Expense Allowance; A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y, A.23 Professional Organization Membership and Employee Job Enhancement, A.24.8 Floating Holiday, Section A.25.6 Vacation Pay Off, A.36 Elected Officials (Unit Y) In-lieu Service Credit, A.52 Units Y and ZX 401(a) Contribution, and add Section A 30.17 Annual Payoff upon Assuming Elective Office;
ii. Authorize the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Board of Supervisors, Fund 001, Appropriation Unit BOA001, to increase appropriations by $56,042, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required);
iii. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Attachment A
Attachment B
Attachment C
Resolution

27. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 12, 2025.

Attachments: Board Report
DRAFT BOS Minutes 8-12-2025

Housing and Community Development

28. Adopt an ordinance to designate the Fire Hazard Severity Zones in the unincorporated areas of Monterey County as recommended by the California State Fire Marshal pursuant to Government Code section 51178.

Attachments: Board Report
Attachment A - FHSZ Ordinance

Public Works, Facilities and Parks

29. Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to prepare an Engineer's Report and complete a Proposition 218 election for County Service Area 45-Oak Hills (CSA 45) to increase direct benefit assessment rates to place annual revenue in line with annual costs for CSA 45 active services that include street lighting and drainage system maintenance and Open Space to include space maintenance.

Attachments: Board Report
Attachment A - CSA 45 FY 2023-24 Financial Summary Sheets
Attachment B - CSA 45 LAFCO Map
Attachment C - Resolution

30. Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election for County Service Areas (CSAs) 1 - Carmel Point (CSA 1) for street lighting and street maintenance, 15 - Serra Village/Toro Park (CSA 15) for street lighting, storm drain maintenance, street and sidewalk maintenance and open space maintenance, 23 - Carmel Rancho (CSA 23) for street lighting, storm drain maintenance, street and sidewalk maintenance, and 50 Rioway Tract No. 2 (CSA 50) for storm drain maintenance and levee maintenance, to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services.

Attachments:
Board Report
Attachment A - FY 2023-24 Financial Summary Sheets
Attachment B - LAFCO Maps
Attachment C - Resolution

County of Monterey

Board Report

Legistar File Number: CS 25-037

Item No.1

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

August 19, 2025

Introduced: 8/11/2025
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)(2), the Board will confer with legal counsel regarding four matters of significant exposure to litigation.

b. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) Mary Adams (Worker's Compensation Appeals Board No. ADJ14951193)

c. Pursuant to Government Code section 54957(b)(1), the Board will confer regarding recruitment/appointment for the position of Public Defender.

County of Monterey

Board Report

Legistar File Number: CR 25-122

Item No.2

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

August 19, 2025

Introduced: 8/13/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt Resolution Honoring North Salinas High School Track and Field Athlete Clara Adams for Winning Two Junior National Championships, Breaking Local Records and Serving as an Inspiration to Young Athletes, and Declaring Every August 19 as “Clara Adams Day” in Monterey County. (Supervisor Alejo)

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

Resolution No.:
Adopt Resolution Honoring **North Salinas High School Track and Field Athlete Clara Adams for Winning Two Junior National Championships,** Breaking Local Records and Serving as an Inspiration to Young Athletes, and **Declaring Every August 19 as "Clara Adams Day" in Monterey County.**

WHEREAS, **Clara Adams**, born and raised in Salinas, California, and has made the varsity North Salinas High School Track and Field Team for the last two years, and has distinguished herself as one of the most exceptional young track and field athletes in Monterey County's history; and

WHEREAS, **Clara Adams** achieved national acclaim through her travel track club, Central Coast Cheetahs, at the 2025 AAU Junior Olympic Games in Houston, Texas, where she won two Junior National Championships, the 200-meter event in 23.71 seconds and the 400-meter in 52.58 seconds, placing her among the fastest high school sprinters in the nation and now being ranked #1 in the nation and #6 in the world for these events for girls under 18; and

WHEREAS, As a high school sophomore, **Clara Adams's** time in the 200 and 400-meter events not only set a North Salinas High School record, but also broke the Monterey County records (200-meter with 23.42 seconds and the 400 meter with 52.58 seconds) and all-time Central Coast Section (CCS) record in the 400-meter event with 53.23 seconds, where she became the 2025 CCS Champion, and she won the 2025 California CIF 400-meter State Championship with 53.24 seconds, marking one of the top performances ever by a California high school girl in those events; and

WHEREAS, In 2024, while in 9th grade, **Clara Adams** was the Central Coast Section (CCS) Champion in the 200-meter event and was fourth in the California CIF State Championship with 54.64 seconds. That same year, at the USATF Junior Nationals, she became the 400-meter event National Champion and placed 4th in the 200-meter event for girls under 16; and

WHEREAS, **Clara Adams** has been a 13-time All-American and also enjoys playing the high school varsity girls volleyball team; and

WHEREAS, **Clara Adams's** discipline, perseverance, and passion for her sport have been nurtured through the unwavering support and expert guidance of her father and coach, David Adams, whose dedication to her growth has been instrumental in her athletic and personal success. They are the first father-daughter dynamic duo to ever win double national titles in the history of Monterey County; and

WHEREAS, **Clara Adams's father David Adams** is a Salinas native who originally grew up in Seaside, and is a National Sprint Coach that has been coaching and mentoring youth in our communities for two decades. In 2019, David brought the AAU Travel Track Club, Central Coast

Cheetahs to Monterey County, the same track club Clara has been running for the last 7 years; and

WHEREAS, **Clara Adams's** remarkable achievements have brought pride and recognition to North Salinas High School, the City of Salinas, and Monterey County, inspiring young athletes to pursue their own goals with determination and integrity; and

WHEREAS, Beyond her athletic success, **Clara Adams** serves as a role model for youth in Salinas, throughout Monterey County, and beyond, demonstrating that hard work, commitment, and strong community support can propel local talent to national prominence; and

WHEREAS, **Clara Adams** has just recently signed a historic contract with her now sponsor Nike and her father David will continue to serve as her sprint coach under the contract to prepare her for the World Athletics U20 Championships in Eugene, Oregon in 2026.

NOW, THEREFORE, BE IT RESOLVED that the Monterey County Board of Supervisors, on behalf of the County and all its residents, hereby honors and commends **Clara Adams for winning two AAU Junior National Championships, breaking numerous local records and serving as an inspiration to young athletes.** The Monterey County Board of Supervisors hereby proclaims August 19th of each year as **"Clara Adams Day"** in Monterey County, in recognition of her record-breaking performances, national titles, and being a true inspiration to our families and communities across Monterey County and beyond. We wish Clara and her father David much success on all their future endeavors and competitions.

PASSED AND ADOPTED this _____ day of _____, 2025, 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 _____, 2025.

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 25-114

Item No.3

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

August 19, 2025

Introduced: 7/29/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Correct the term expiration for Larry Santos to the South Monterey County Fire Protection District from December 1, 2025 to December 1, 2028. (Nominated by South Monterey County Fire Protection District)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Holly Ortiz, Board Secretary South Monterey County FPD

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date:

Appointment to the South Monterey County Fire Protection District

Nominated by Board of directors for South Monterey Couty FPD

Representing South Monterey County FPD

Nominated Appointee:

Name: Larry Santos

Address: [redacted]

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

Email:

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: November 2024 Expiration Date: **December 31, 2028**

Application

Name of Board, Commission or Committee: South Monterey County Fire Protection District

Email *

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

Larry

MI

S.

Last Name *

Santos

Address 1 *

P.O. Box 33

Address 2 (optional)

50175 Lockwood Road Lockwood CA. 93932

City *

Lockwood

State *

CA

Postal Code *

93931

What district do you live in? *

South Monterey County

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

white

Gender

Male

Primary Phone *

831-596-0306

Alternate Phone

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ✓ Please contact me by **phone** using number entered above
- ○ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ✓ Yes
- ○ No

Interests & Experiences

Please tell us about yourself and why you want serve.

Serve my Comunity

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

Been Here for 11 years

Have you served on an advisory group before?

☑ Yes ○ No

If yes, please explain

on this Board for 11 years

How did you hear about the position?

Bruce Dodson

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

☑ Yes ○ No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

Employer Taylor Farms

Job Title Ranch Manager

Occupation

Farmer

Employer Address

117 N First Street King City CA. 93930

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

L.S.

Application

Name of Board, Commission or Committee: South Monterey County Fire Protection District

Email *

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

Larry

MI

S.

Last Name *

Santos

Address 1 *

Address 2 (optional)

City *

State *

Postal Code *

What district do you live in? *

South Monterey County

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

white

Gender

Male

Primary Phone *

Alternate Phone

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ✓ Please contact me by **phone** using number entered above
- ○ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ✓ Yes
- ○ No

Interests & Experiences

Please tell us about yourself and why you want serve.

Serve my Comunity

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

Been Here for 11 years

Have you served on an advisory group before?

☑ Yes ○ No

If yes, please explain

on this Board for 11 years

How did you hear about the position?

Bruce Dodson

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

☑ Yes ○ No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

Employer Taylor Farms

Job Title Ranch Manager

Occupation

Farmer

Employer Address

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

L.S.

County of Monterey

Board Report

Legistar File Number: APP 25-121

Item No.4

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

August 19, 2025

Introduced: 8/4/2025
Version: 2

Current Status: Appointment
Matter Type: Appointment

Reappoint Kelly Stracke to the Parks Commission as a District 4 Representative with a term end date of January 31, 2029. (District Specific - District 4, Supervisor Askew)

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

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

To: Clerk of the Board's Office

From: Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Parks Commission

Nominated Appointee: Kelly Stracke

Nominated by: Supervisor Wendy Root Askew

Representing: District 4

Reason for Nomination:

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

Term:

Start Date: Term End Date:

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

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

Parks Commission Application

Kelly Stracke

District: 4
Initialed Application: Yes

Applicant

First Name: **Kelly**
Middle Initial:
Last Name: **Stracke**

Employment

Occupation:
Job Title:
Employer:

Interests and Experiences

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

Yes

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

Yes

I currently serve on the Monterey County Parks Commission.

Has served on an advisory group before?

Yes

Current park commissioner

Please tell us about yourself and why you want serve:

I'm a dedicated community member, father, and advocate for equity who believes in the power of public spaces to bring people together. I want to serve to ensure every neighborhood has a voice and that our parks reflect the needs, culture, and dreams of the people who use them.

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

I want to be a park commissioner for Monterey County to continue to help protect and enhance our parks as inclusive, safe, and vibrant spaces for all families. I believe in using community input and creative partnerships to make our public spaces healthier, more accessible, and better connected to the people they serve.

How did you hear about the position?:

Eric Mora told me I had the potential to be the world's best park commissioner. I hope I can live up to that.

Kelly James Stracke

[redacted]

SUMMARY

Experienced Supply Chain Consultant with expertise in data analysis, contract administration, and process improvement. Proven success across diverse hospital systems. Strong interpersonal skills, data management, and strategic sourcing experience.

CORE COMPETENCIES

- Data Collection, Analysis, and Reporting
- Contract Administration & Management
- Continuous Process Improvement
- Sourcing & Negotiation Support

EDUCATION

B.A., University of North Carolina at Wilmington, 2008

SELECTED EXPERIENCE

- Consultant, St. Luke's Health System (ID): Supply chain strategy, GPO comparison, and local spend profiling.
- Consultant, Premier Health Partners (OH): OR time-motion studies, billing process improvements.
- Consultant, Mercy Medical Center (IA): Strategic sourcing savings exceeding $1.6M.
- Consultant, Ohio Valley Health (WV/OH): GPO & contract optimization, $4.5M in savings.
- Consultant, Sharon Regional Health (PA): Led sourcing events, implemented OR inventory reorg.
- Project Manager, RTI Intl. (NC): Produced USAID educational media in Liberia, Africa.

COMMUNITY LEADERSHIP

- Commissioner, Monterey County Parks Commission (2022 – Present)
- Board Member, Habitat for Humanity Monterey Bay

CERTIFICATIONS & TECHNICAL SKILLS

- Lean Healthcare Certificate, Belmont University, 2011
- Proficient in Microsoft Excel, PowerPoint, Word, Outlook

PERSONAL

Married. Interests include travel, tennis, and disc golf.

County of Monterey

Board Report

Legistar File Number: APP 25-122

Item No.5

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

August 19, 2025

Introduced: 8/5/2025
Version: 2

Current Status: Appointment
Matter Type: Appointment

Appoint David Prina to the Parks Commission representing District 2 to fill an unexpired term with a term end date of September 17, 2028. (District Specific - District 2, Supervisor Church)

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

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

To: Clerk of the Board's Office

From: Marilyn Vierra

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Parks Commission

Nominated Appointee: David Prina

Nominated by: Supervisor Glenn Church

Representing: District 2

Reason for Nomination:

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

  Replacing Member: Denise Garcia

  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:

Term:

Start Date: Term End Date:

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

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

Parks Commission Application

David Prina

District: 2
Initialed Application: Yes

Applicant

First Name: **David**
Middle Initial:
Last Name: **Prina**

Employment

Occupation: **Research scientist**
Job Title: **Research scientist**
Employer: **Peraton**

Interests and Experiences

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

Yes

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

Yes

North County Land Use Advisory Committee

Has served on an advisory group before?

Yes

Seaside Community Development Advisory Committee - served for one year on the committee on disbursing HUD funds

Please tell us about yourself and why you want serve:

I am a resident of Prunedale, District 2, and I'd like to serve on this commission because I think that public spaces like parks are an absolute gem for people. I want to preserve access to these places for future generations and to expand them and enhance the public experience in parks to be best of my ability.

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

I would like to represent the residents of District 2 in the Parks commission. I want to make sure that people in District 2 have access to resources and funding for their parks, and that we are properly represented at this County commission. I have a deep appreciation for the wild spaces up in North County and want people to have access to well-maintained and funded recreation opportunities and programs.

How did you hear about the position?:

Supervisor Glenn Church informed me that there was a position open on the committee.

Please identify any specialized accommodations needed for equal participation:

None

David P. Prina

[redacted]

Professional Summary

A social scientist with extensive experience generating research project ideas, pitching those ideas to sponsors, writing grants, and executing those projects as the lead. Have worked in large teams and as an independent researcher pursuing my own research agenda.

I have experience leading projects, researching, writing, and analyzing complex issues using both qualitative and quantitative approaches (e.g. regression, ethnographic research, surveys), both to answer pure research questions and support product development (e.g. online trainings, games, educational workshops, graphic novels).

Education

University of Maryland, College Park College Park, MD
PhD in Government and Politics 2017
Thesis: "Taking care of their own: The causes and consequences of soldiers in business"

University of Maryland, College Park College Park, MD
Masters of the Arts in Government and Politics 2012

University of Notre Dame Notre Dame, IN
Bachelor of the Arts Degree in Political Science 2008

Research Experience

Principal Behavioral Research Scientist – Northrop Grumman/Peraton
Fall 2017 – Present

- In the latest period of performance (Sept 2020 – Sept 2021), was the project lead for $1.6 million worth of research and development projects, and lead seven teams of 3 – 8 members, including:
  - Creating and hosting 6 workshops on domestic extremism,
  - Creating an analyst workbook for insider threat analysts,
  - Delivering a Congressional report on domestic extremism,
  - Authoring and delivering a graphic novel on domestic extremism,
  - Leading 4 data projects detecting extremism on government databases,
  - Creating an interactive training to identify domestic extremist symbols,
  - Designing a card game to help teach resilience and human resources techniques,
  - And acting as peer reviewer for information products and training materials on insider threat, personnel security, and suicide prevention in the military for Defense Personnel Security and Research Center (PERSEREC)
- Managed 7 different cross-functional teams of 3 – 6 people each for the past two years
- Delivered a prototype application as task lead for a human resources project and delivered two online interactive trainings for the Federal workforce
- Produced information products including video series, card game, graphic novel and browser-based app on reportable and concerning workplace behaviors, insider threat and suicide prevention

Project Manager - Military Business Project *Fall 2017 – Spring 2018*

- Created, planned and conceived of the MB Project, a research agenda designed to expand our scholarly knowledge of military-ownership of business entities, drawing upon the framework established in my PhD thesis
- Directed a team of 3 research assistants by keeping track of time, progress and set discrete goals for undergraduate researchers

Research Assistant - ICONS Project *August 2013-Spring 2016*

- Designed and wrote education, training and research simulations for the ICONS Project, a small research firm that specializes in simulation-based education and negotiations
- Conducted background research on simulation materials, created game mechanics, wrote role sheets for roleplay users, found primary and secondary source material to create realistic simulation products for demanding government and academic clients
- Wrote materials for experimental research purposes involving human subjects
- Maintained and edited backlog of simulations to keep content up-to-date

Research Assistant - Transnational Governance Project *Summer 2015 – Fall 2017*

- Worked as a research assistant for the Transnational Governance project, a new data project gathering data on various groups that work to create governance institutions that unite non-governmental, governmental and business actors into a single framework
- Conducted background research on hundreds of organizations that work on issues of climate change, environment, energy, gender equality among others.
- Coded different organizations according to project-specific characteristics

Research Assistant - International Conflict Behavior Project *Summer 2015 – Fall 2016*

- Worked as a research assistant for the ICB dataset, a decades-old data project that gathers data on international state crises and traces their start, course and magnitude
- Created in-depth case study materials for crises as well as entered data into the ICB dataset after an exhaustive deliberation period with other research assistants

Courses Taught

Introduction to International Relations, Introduction to Food Politics, Introduction to American Government, Civil-Military Relations of the Developing World, Is Globalization Sustainable?, Global Issues, From Tweets to Terror: The Internet and Politics, Principles of International Negotiation, Dilemmas of Humanitarianism, Comparative Political Economy

Professional Activities:

Community Development Advisory Committee – Committee Member *Spring 2019 - Present*
Project Management Certification (in-progress) *Spring 2019-Present*
Dean Graduate Student Advisory Council, Member & Secretariat *Fall 2015- Spring 2017*
Photography Editor, Notre Dame Yearbook, *The Dome* *Fall 07- Spring'08*

Honors

Eagle Scout, Boy Scouts of America

Past Academic Research Projects

International Crisis Behavior Dataset

SOCCENT regional simulation project

Carnegie South China Sea simulation on US-China relations

EUCOM Gray Zone Project on Russia and "frozen conflicts"

US Security Coordinator's Israel-Palestine security coordination simulation

Maneuver and Engagement in the Narrative Space – a counter-ISIL simulation

County of Monterey

Board Report

Legistar File Number: APP 25-123

Item No.6

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

August 19, 2025

Introduced: 8/6/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Germaine Esquivel to the Community Action Commission representing District 4 with a term expiration date on June 30, 2028. (District Specific - District 4, Supervisor Askew)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: District 4, Office of Supervisor Wendy Root Askew

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: August 12, 2025

Appointment to the Community Action Commission (District 4 Representative)

Nominated by **District 4 Office, Supervisor Askew**

Representing **District 4**

Nominated Appointee: Germaine Esquivel

Name: Germaine Esquivel

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: 7/01/2025 Expiration Date: 6/30/2028

GERMAINE ESQUIVEL

A PERSONAL PROFESSIONAL

within the Human Services field, utilizing, leading, & empowering assets to efficiently support a united cause

QUALIFIED SKILLS

- Beyond proficient in communication, expressed in presentation, group facilitation, & liaising
- Objective, composed, & multi-tasked in attitude, especially in high stress environments
- Passionate in the field of service provision, excellent in resource reference

EDUCATION

BACHELOR OF ARTS
Collaborative Health & Human Services,
Concentration in Social Work
California State University, Monterey Bay
Winner, Outstanding Senior for Social Justice

CERTIFICATIONS

AB1234 LOCAL ETHICS TRAINING

FACILITATED BY THE CALIFORIA STATE OFFICE OF THE ATTORNEY GENERAL FAIR POLITICAL PRACTICES COMMISSION

Compliance education for local officials regarding compensation and service provided as representative of local jurisdiction and avoidance of conflict of interest

Topics covered: *Laws & Restrictions regarding Personal Gain And Perks, Proper Use Of Public Resources, Governmental Transparency Laws, and Fair Process.*

LEADERSHIP EDUCATION AND DEVELOPMENT (LEAD)

FACILITATED BY THE CENTER OF NONPROFIT EXCELLENCE, A DIVISION OF COMMUNITY FOUNDATION FOR MONTEREY COUNTY

Integrated education in nonprofit leadership management from a culturally competent & collaborative approach

Topics covered: *Program Management & Evaluation, Strategic Planning, Fund Development, Human Resource Management, Public Communications, Theory of Change & Organizational Application, Nonprofit Technology, Board Governance, and Advocacy*

40-HOUR DOMESTIC VIOLENCE ADVOCACY & FACILITATION CERTIFICATION

IN ACCORDANCE WITH CALIFORNIA EVIDENCE CODE 1037.1(A) & DEFINED BY OFFICE OF JUSTICE PLANNING

Educated in domestic violence definitions & overview

Including: History, Impact On Youth, Cultural Competency, Prevention, Bystander Intervention Techniques, Safety Planning, Populations with Unique & Complex Issues, Confidentiality & Privilege, Crisis Intervention, Vicarious Trauma, and Current References & Resources

PERSONAL PASSIONS

- Community & Education of Wine
- Empowerment Speaking
- Hospitality in Food & Beverage
- Health, Wellness, & Prosperity Practice

IN COMMUNITY ORGANIZATION

MC-CAC……(Oct '22 – present)
Monterey County Community Action Commission
District 4 Commissioner,
representing the Low-Income Sector

- Oversees distribution of State and Federal funds, under jurisdiction of the District 4 Supervisor and Department of Social Services
- Assists to report logistic community need to the State of California
- Assesses and delegates State-level compliance of community organizational service providers

LULAC……(Oct '14 – present)
League of United Latin American Citizens (LULAC)
Council 2055 (Greater Salinas)
& District 12 (Central California)
Deputy Director of Women's Affairs, Secretary,
Sergeant-At-Arms, Scholarship Committee Chair

- Communicates with & recruits Latino citizens to participate in national & local-affiliate civil rights mobilization endeavors
- Serves in policy movement empowering Marginalized Peoples
- Assesses applications & awards scholarships for college-going Latino high school seniors, based in Salinas, California

HARTNELL COLLEGE FOUNDATION……..(Mar '14 – Jan '21)
Women's Education Leadership Initiative (WELI)
Program Coordinator & Facilitator [Contractor]

- Facilitated life skills courses for women scholarship recipients, guided scholars toward self-creating career paths while actively balancing mental, emotional, and physical health
- Liaised between scheduled agency presenters, scholars, and administrative personnel to strengthen and maintain professional network
- Established specialized pathways through mentorship, enabling leadership and academic achievement for program recipients

YWCA MONTEREY COUNTY……(Feb '09 – Jun '19)
Director of Supportive Services, Training Coordinator

- Administratively oversaw primary prevention work in domestic violence and human trafficking through education, advocacy, outreach, and community mobilization
- Coordinated and facilitated California-mandated domestic violence training for service professionals throughout Monterey County
- Enacted national affiliate mission to eliminate racism and empower women by enforcing social justice policy into organizational program practice that serves the community

County of Monterey

Board Report

Legistar File Number: APP 25-124

Item No.7

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

August 19, 2025

Introduced: 8/6/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Jose Sanchez Barajas to Commission on Disabilities representing the Monterey-Salinas Transit District with a term expiration date on December 31, 2027. (Nominated by Monterey-Salinas Transit District)

MONTEREY COUNTY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Ruby Jacinto, CRO Administrative Secretary-Confidential

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: August 19, 2025

Appointment to the (Name of the Board, Commission or Committee): **Commission on Disabilities**

Nominated by (Supervisor/District and or Association): **Monterey-Salinas Transit District**

Representing (Primary, Alternate, At Large, Community Organization, etc.): **Monterey-Salinas Transit District**

Nominated Appointee:

Name: **Jose Sanchez Barajas**

Address: [redacted]

Telephone number(s):

Cell
Home
Business [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: 8/19/25

Term: Start Date: 08/19/25 Expiration Date: 12/31/27

JOSE SANCHEZ BARAJAS

ASSISTANT PLANNER



OBJECTIVE

A mission-oriented planning professional with a background in transit operations, mobility outreach, client services, and interdepartmental coordination. Committed to advancing equitable, accessible, and sustainable transportation systems through research, policy engagement, and stakeholder collaboration.

EXPERIENCE

2024 – Present
Assistant Planner, Monterey-Salinas Transit District

Support MST's planning efforts through research, data analysis, and interdepartmental coordination. Monitor local and regional policy activities, conduct field reviews, and contribute to planning documents and public comment letters. Conduct stop-level field surveys using GIS tools to document bus stop infrastructure, assess ADA compliance, and identify site conditions relevant to safety and service planning.

2021 – 2024
Communication Systems Specialist, Monterey-Salinas Transit District

Led real-time communication and operations support using CAD/AVL technologies. Coordinated emergency responses, ensured service reliability, and scheduled personnel in compliance with union rules via HASTUS.

2019 – 2021
Mobility Specialist, Monterey-Salinas Transit District

Facilitated community outreach and education for seniors, veterans, and people with disabilities across MST's service area. Oversaw the MST Navigators volunteer program, expanded engagement efforts, and delivered presentations on transit access and ADA services.

EDUCATION

Cal Poly Humboldt

Arcata

California

Ethnic Studies, Bachelor of Arts

KEY SKILLS

- TRANSIT PLANNING & POLICY RESEARCH
- STAKE HOLDER & COMMUNITY OUTREACH
- PUBLIC COMMENT WRITING & EDITING
- FIELD SURVEYS AND STOP-LEVEL ANALYSIS
- OPERATIONS SOFTWARE: HASTUS, CAD/AVL
- PLAN EVALUATION
- MICROSOFT OFFICE SUITE (EXCEL, WORD, OUTLOOK)
- PROFESSIONAL COMMUNICATION

CERTIFICATIONS

- TRANSPORTATION PLANING PROCESS

2016 – 2019
Community Support Facilitator II, Hope Services Inc.

Provided one-on-one and group support to adults with disabilities in community and classroom settings based on individualized service plans (ISPs). Served in multiple leadership roles, including Fleet Administrator, Safety Rep, and Media Lead.

2015 – 2016
Volunteer Coordinator, Loaves, Fishes, & Computers

Recruited, trained, and scheduled volunteers to support digital inclusion programs. Developed weekly volunteer workflows and supported organizational goals through program planning and coordination.

2013– 2015
Bakery Senior Clerk, Baker—Barista, North Coast Co-Op

Delivered excellent customer service while leading bakery operations and quality assurance for from scratch-made goods. Supported bakery team and upheld cleanliness protocols, preparation procedures, and inventory management.

2012 – 2013
Cashier—Courtesy Clerk, North Coast Co-Op

Served as a frontline team member answering product questions, assisting shoppers, and promoting Co-op membership benefits with professionalism and customer-first focus.

2008 – 2012
Cashier—Food Prep, Dons Donuts Pizza, and Deli

Balanced customer service with back-of-house prep responsibilities to maintain fast-paced food operations. Supported kitchen staff and ensured product quality in a high-traffic setting.

2010 – 2011
Latino Peer Mentor, Cal Poly Humboldt

Co-taught a first-year success course for Latino/a students, introducing them to academic resources and university culture. Helped build a supportive learning environment rooted in mentorship and empowerment.

- INTRODUCTION TO TRANSIT SERVICE PLANNING
- PROJECR MANAGEMENT FOR TRANSIT PROFESSIONALS
- ADVANCED TRAVEL TRAINING STRATEGIES
- ADA COMPLIANCE TRAINING

PROFESSIONAL STRENGTHS

POLICY & REGULATORY AWARENESS

Monitor planning commission and city council agendas to track policy developments affecting transit and land use. Report on housing elements and regional planning initiatives to ensure MST's interests are reflected in local decision-making. Draft public comment letters addressing transportation, equity, and regulatory compliance to help shape a more accessible and sustainable built environment through informed advocacy and internal guidance.

PLANNING SUPPORT & COORDINATION

Work across internal departments and partner agencies to help align transit services with infrastructure improvements, safety planning, and community needs. Translate technical documents, staff reports, and project proposals into actionable recommendations that support MST's strategic goals and contribute to accurate, timely planning communications.

REFERENCES

Available upon request.

August 1, 2025

Natalie Alfaro Frazier
County Senior Analyst
Civil Rights Office
1441 Schilling Place, North Building
Salinas, CA 93901

SUBJECT: Appointment of Jose Sanchez Barajas to represent Monterey-Salinas Transit District on the Monterey County Disability Commission

Dear Ms. Frazier:

The Monterey-Salinas Transit District nominates Jose Sanchez Barajas to represent Monterey-Salinas Transit District on the Monterey County Disability Commission. Please find his resume enclosed for your review.

Should you have any questions, please contact me at (831) 264-5874.

Sincerely,

Lisa Rheinheimer
Deputy Chief Executive Officer

County of Monterey

Board Report

Legistar File Number: APP 25-125

Item No.8

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

August 19, 2025

Introduced: 8/7/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Connie Pineda to the Community Action Commission representing District 1 as a Private Sector Representative with a term end date of July 1, 2028 (District Specific - District 1, Supervisor Alejo)

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

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

To: Clerk of the Board's Office

From: Linda Gonzalez, Chief of Staff, Office of Su

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date:

Appointment to the Community Action Commission

Nominated Appointee: Connie Pineda

Nominated by: District 1, Supervisor Alejo.

Representing: Private Sector

Reason for Nomination:

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

Term:

Start Date: Term End Date:

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

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

Community Action Commission Application

Connie Pineda

District: 1
Initialed Application: Yes

Applicant

First Name: **Connie**
Middle Initial:
Last Name: **Pineda**

Employment

Occupation:
Job Title:
Employer: **Disabled**

Interests and Experiences

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

Yes

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

Yes

Executive Commissioner officer District 1

Has served on an advisory group before?

Yes

Health Advisory Board when i was employed s a Family and Health Specialist for MC Preschool Headstart Program

Please tell us about yourself and why you want serve:

I have a deep commitment to supporting low-income communities. My extensive experience working with these populations has solidiBed my dedication to advocating for their needs. For over twelve years, I have served as a family specialist, beginning with my work at the Monterey County Oace of Education's Head Start Program. Furthermore, my twenty-seven years of experience as a community agency liaison within various nonproBt organizations has provided me with a comprehensive understanding of the challenges and opportunities facing

these communities. Currently, I serve on the Board of Monterey County Community Action Connections. in addition, most of my work is all community volunteer work as an ambassador for the Blind Vision Impatement Center and CCIL traumatic brain injury support group.

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

My strong interest in continuing my service as a Commissioner Oacer for District 1 under Supervisor Alejo stems from a deep commitment to improving the lives of low-income families and underserved communities within the district. I believe there is a critical need for enhanced access to educational resources, mental health services, social support programs, and healthcare initiatives. Furthermore, the rapid advancement of these needs presents unique challenges and opportunities, requiring effective advocacy and assistance for our constituents. Many residents require support in navigating these complexities to achieve a higher quality of life. My extensive experience and unwavering commitment to serving the community uniquely position me to continue in this vital role. I am conBdent in my ability to effectively represent the needs and interests of District 1 residents and to advocate for policies and programs that will lead to positive and lasting change.

How did you hear about the position?:

MCCAP

Please identify any specialized accommodations needed for equal participation:

I am vision impaired, but i do not need any special accomodations

Connie Pineda

[redacted]

Objective

To acquire a position where I can utilize my knowledge and expertise as District 1 Commissioner Officer

Abilities/Skills

- Enthusiastic, energetic, and motivational
- Bilingual Interpreter (English/Spanish)
- Excellent written and verbal communication skills
- Strong analytic and problem solving skills

Employment History

7/2019-10/2021 **Census Field Supervisor** *U. S. Census Oakland CA-(Monterey County)*

- Supervise and training Lister employees
- Over see work flow and assignments
- Analyze productivity data and verify time card information via census device
- Evaluate work performance and ensure work completion

11/2001-12/2012 **Health and Family Service Specialist** *Monterey County OfficEducation Early Head Start & Head Start Program, (EHS/HS), Salinas, CA*

- Develop Policy and Procedures following Performance Standards and (Title 22)
- Monitor enrollment, recruitment, selection, eligibility and attendance of children ages 05 including children with disabilities
- Conduct hearing, vision, and blood pressure screenings to preschool children ages 3-5
- Data entry, report and monitor food, health and safety practices
- Travel extensively through out the Region representing Early Head Start & Head Start
- Train Family Service Advocates in establishing relationships with Parents and local community agencies via Family Partnerships and goal setting • Case Management review and monthly follow up

Education

- University of California Santa Cruz, Santa Cruz, CA
- **B.A., Sociology,** Pending Degree

Professional Affiliations & Certifications

- Community Agency Liaison- South Monterey County Connections 2019
- Community Action Partnership Executive Commissioner Officer 2019
- CCCIL- Traumatic Brain Injury Ambassador
- Blind Vision Impairment Ambassador
- Head Start Alumni- Class of 1977

County of Monterey

Board Report

Legistar File Number: APP 25-126

Item No.9

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

August 19, 2025

Introduced: 8/7/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Correct the term expiration for Ron Bernard to the South Monterey County Fire Protection District from December 1, 2025 to December 1, 2028. (Nominated by South Monterey County Fire Protection District)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Holly Ortiz, Board Secretary South Monterey County FPD

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date:

Appointment to the South Monterey County Fire Protection District

Nominated by Board of directors for South Monterey Couty FPD

Representing South Monterey County FPD

Nominated Appointee:

Name: Ron Bernard

Address: [redacted]

Telephone number(s):
Primary Phone [redacted]

Email:

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: November 2024 Expiration Date: **December 31, 2028**

Application

Name of Board, Commission or Committee: South Monterey County Fire Protection District

Email *

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

RON

MI

Last Name *

Bernard

Address 1 *

P.O. BOX 146

Address 2 (optional)

City *

San Ardo

State * CA

Postal Code *

93950

What district do you live in? *

South Monterey County

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Gender

Male

Primary Phone *

831-320-1018

Alternate Phone

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ○ Please contact me by **phone** using number entered above
- ○ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ○ Yes
- ○ No

Interests & Experiences

Please tell us about yourself and why you want serve.

Rancher in San Ardo wanted to help the community

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

Have you served on an advisory group before?

- [x] Yes
- [ ] No

If yes, please explain

ASCS

How did you hear about the position?

Friend

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

- [x] Yes
- [ ] No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

Employer Self employed

Job Title

Occupation

Employer Address

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

Ronald W. Bernard

Application

Name of Board, Commission or Committee: South Monterey County Fire Protection District

Email *

This Form and its contents may be subject to the California Public Records Act, and as such may therefore be subject to public disclosure unless otherwise exempt under the act.

First Name *

RON

MI

Last Name *

Bernard

Address 1 *

Address 2 (optional)

City *

State *

Postal Code *

What district do you live in? *

South Monterey County

Some boards and commissions require membership to be racially, politically or geographically proportionate to the general public. The following information helps track our recruitment and diversity efforts.

Ethnicity

Gender

Male

Primary Phone *

Alternate Phone

Please identify how you prefer to be contacted.

- ○ Please contact me by **mail**, using the address listed above
- ○ Please contact me by **phone** using number entered above
- ○ Please contact me by **email**

Are you currently serving on a County of Monterey Board, Commission, Committee or other Community Advisory Group? *

- ○ Yes
- ○ No

Interests & Experiences

Please tell us about yourself and why you want serve.

Rancher in San Ardo wanted to help the community

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

Have you served on an advisory group before?

(✓) Yes ( ) No

If yes, please explain

ASCS

How did you hear about the position?

Friend

Monterey County Policy - states that Commissioners are required to attend meetings on a regular basis. If appointed, will you be able to attend meetings regularly and devote the time necessary to fulfill your duties as a member *

(✓) Yes ( ) No

Background Information

Include a resume with the names, addresses, and dates of employers for the last five (5) years and a brief statement of interest/intent in this position.

Employer Self employed

Job Title

Occupation

Employer Address

Information Regarding Conflict of Interest and Filing of Statements of Economic Interests (Form 700)

State and local law requires that you abstain from participation in decisions that may affect your financial interest, including sources of income and interest in real property or investments. In addition, if appointed you may be required to fill out a disclosure statement that identifies certain of your financial interest beginning with the immediate 12 months period prior to your appointment.

In accordance with Government Code Sections 87313 and the County of Monterey's Conflict of Interest Code, this Board/commission/Committee/District, you may be required to file statements disclosing certain types of information so that the public can be made aware of potential conflicts of interest. The types of disclosures are:

- Investments
- Interests in Real Property Held by a Business Entity or Trust
- Investments Held by a Business Entity or Trust Income (other than loans and gifts)
- Income – Travel Payments, Advances, Reimbursements
- Income gifts
- Business Positions
- Commission Income Received by Brokers, Agents, and Salespersons
- Income and Loans to a Business Entity or Trust Income from Rental Property

If you have any questions regarding disclosure requirements, please contact the Clerk of the Board's office at **831-755-5066**.

Please identify any specialized accommodations needed for equal participation:

I DECLARE, UNDER PENALTY OF DISQUALIFICATION AND TERMINATION, THAT ALL STATEMENTS IN THIS APPLICATION ARE TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.

Enter Your Initals *

Ronald W. Bernard

County of Monterey

Board Report

Legistar File Number: OBM 25-118

Item No.10

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

August 19, 2025

Introduced: 8/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 25-119

Item No.11

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

August 19, 2025

Introduced: 8/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 7/28/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: BoS Resolution

PLN210158 - PEDRAZZI

Public hearing to consider adoption of a Resolution:

a. Adopting a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;

b. Approving a Standard Subdivision Tentative Map to allow division of a 378.19-acre parcel and 38.54-acre parcel under a Williamson Act Agricultural Preserve Land Conservation Contract No. 73-12, and a 5.76-acre parcel not under a Williamson Act 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, consisting of Parcel E of 40.04 acres and Remainder Parcel F consisting of 174.49 acres, respectively;

c. Adopting a Condition Compliance and Mitigation Monitoring and Reporting Plan;

d. Authorizing the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract amending Land Conservation Contract No. 73-12 (established pursuant to Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, and simultaneously execute a new or amended Agricultural Preserve Land Conservation Contract, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and

e. Directing the Clerk of the Board to record the new or amended Land Conservation Contract subject to the submittal of corresponding recording fees by the property owners of record.

(Agricultural Subdivision - PLN210158/1990 Agnes Pedrazzi Revocable Trust u/d/t dated April 6, 1990, and 1993 Pedrazzi Revocable Trust u/d/t dated December 3, 1993, 800 and 808 River Road, Salinas, (Assessor's Parcel Numbers: 167-031-003-000, 416-461-037-000, and 416-441-015-000), Toro Area Plan, Agricultural Winery Corridor Plan)

PROJECT INFORMATION:

Project Locations: 800 and 808 River Road, Salinas

APNs: 167-031-003-000, 416-461-037-000, and 416-441-015-000

Agent: Joel Panzer

Plan Area: Toro Area Plan, Agricultural Winery Corridor Plan

Flagged and Staked: N/A

CEQA Action: Adopt a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDATION:

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

a) Adopt a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;
b) Approve a 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;
c) Adopt a Condition Compliance and Mitigation Monitoring and Reporting Plan;
d) Authorize the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract amending Land Conservation Contract No. 73-12 (established pursuant to Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, and simultaneously execute a new or amended Agricultural Preserve Land Conservation Contract, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
e) Direct the Clerk of the Board to record the new or amended Land Conservation Contract subject to the submittal of corresponding recording fees by the property owners of record.

SUMMARY/DISCUSSION:

The proposed project is for a 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 a Williamson Act 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. Two of the existing parcels (Assessor's Parcel Numbers 167-031-003-000 and 416-441-015-000) are currently under Agricultural Preserve Land Conservation Contract No. 73-12, which was established in 1973 pursuant to Board of Supervisors Resolution No. 73-34-12 (**Attachment E**).

All parcels are proposed to remain under an amended Williamson Act Agricultural Preserve and Land Conservation Contract with the inclusion of the 5.76 acres (Assessor's Parcel Number 416-461-037-000) that was not included in the original Williamson Act Agricultural Preserve and Land Conservation Contract. The lands proposed for subdivision were court-ordered to be subdivided on March 29, 2013. The Court Order resulted from a judicial partition action filed by one of the property owners. The subject property, comprised of ranchlands, farmlands, and potential farmlands, was ordered to be subdivided in response to the judicial partition action (**Attachment G**). The sole purpose of the partition and this proposed subdivision is to separate ownership of the lands. The Court's Order does not contemplate nor authorize an application by the court-appointed Referee for any change in existing use or intensification of existing use. Should any of the property owners

desire to change or intensify uses in the future, they would need to independently apply for the appropriate entitlement(s) to allow development incidental to the agricultural use of the property following completion of the proposed subdivision.

The parcels are zoned Permanent Grazing with a 40-acre minimum and Farmland 40-acre minimum with a Design Control and Visually Sensitive overlays or "F/40-D, PG/40-D, and PG/40-VS," which allow agricultural uses/development, and subdivision with a minimum lot size of 40 acres. The area under contract is proposed to be subdivided into six lots, ranging in size from 40.04 to 174.49 acres, with one non-conforming 11.08-acre parcel. The development standards for the Agricultural and Winery Corridor Plan (AWCP) Policy 3.5 provide an exception to subdivide lots (minimum 5 acres) from a legal non-conforming lot not meeting the minimum lot size for the land use designation. For example, a 10-acre lot with a 40-acre minimum designation, may be allowed based on substantial evidence that this action would: 1) reduce the number of conforming agricultural lots from being subdivided; 2) limit development in a manner to retain the rural character of the corridor; and 3) result in the development of the lot (or lots) in conformance with allowable uses identified in the AWCP.

To facilitate this Standard Subdivision Tentative Map of Williamson Act Lands, Government Code Section 66474.4 (c) provides as follows:

> (c) A legislative body may approve a subdivision with parcels smaller than those specified in this section if the legislative body makes either of the following findings:
>
> 1) The parcels can nevertheless sustain an agricultural use permitted under the contract or easement or are subject to a written agreement for joint management pursuant to Section 51230.1 and the parcels that are jointly managed total at least 10 acres in size in the case of prime agricultural land or 40 acres in size in the case of land that is not prime agricultural land.
>
> 2) One of the parcels contains a residence and is subject to Section 428 of the Revenue and Taxation Code; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least 10 years; and the remaining parcels shown on the map are at least 10 acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land.

Pursuant to Government Code Section 66474.4 (c)(2), the project meets the second finding because the existing development has been on the property since 1889 which exceeds the 5-year minimum requirement, the landowner has owned the parcels well over 10-years, and the remaining parcels shown on the proposed subdivision map are 40 acres or more.

Furthermore, pursuant to Government Code Section 66474.4 (d) regarding subdivision of Williamson Act land, no other homesite parcels as described in paragraph (2) of subdivision (c) may be created on any remaining parcels under contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with Section 51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section.

Staff's analysis of the applicable Government Code Sections, Subdivision Map Act, and the AWCP Policies led to the requirement for Parcels A through F to be deed restricted from further development of homesites for the next 10 years pursuant to Government Code Section 66474.4(c)(2). The following Mitigation Measures have been made Conditions of Approval to reduce project impacts to a level of *less-than-significant*:

Condition of Approval No. 6, Mitigation Measure No. 1 - Deed Restriction for Parcel A (Agricultural Wine Corridor Plan Consistency): Pursuant to the 2010 Monterey County General Plan and AWCP Policy 3.5, subsequent development on the 11.08-acre Parcel A shall be in conformance with allowable uses identified within the AWCP. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning."

Condition of Approval No. 7, Mitigation Measure No. 2 - Deed Restriction for Homesites on Parcels B through F: Pursuant to Government Code Section 66474.4 (d), no other homesite parcels may be created on any remaining parcels under Williamson Act Contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with Section 51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to GC §66474.4(c)(2)."

Subdivision of Williamson Act land is required to comply with the County-adopted Rules and Regulations for the Administration of Agricultural Preserves Board of Supervisors Resolution No. 03-383 - Procedures for Agricultural Preserves (**Attachment F**) if the following can be demonstrated:

i. Each parcel will be devoted to a qualifying agricultural use;
ii. Each parcel has a history of being used primarily for the commercial agricultural production of food or fiber for three of the past five years;
iii. Each parcel will meet the minimum parcel size of 100 acres or the minimum lot size;
iv. The property must generate at least $8,000 annually in agricultural gross income during three of the past five years or recently improved land must have the potential for generating $8,000 of gross income during the next succeeding year;
v. Each parcel will remain under a Williamson Act Contract and comply with the restrictions to agricultural and compatible uses;
vi. No land would be removed from the Williamson Act Program; and
vii. If within one mile of a city, that City has not or will not protest the preserve or contract.

Staff's analysis of the proposed Agricultural Subdivision was reviewed for Compliance with County-adopted Rules and Regulations for the Administration of Agricultural Preserves:

i. Agricultural Use. The applicant proposes to continue the existing agricultural (i.e., cattle grazing) use of the property, and no new structural development is proposed as part of this Agricultural Subdivision. On August 24, 2023, the project was reviewed by the AAC and was unanimously recommended for approval as proposed.

ii. History of Commercial Agricultural Production. For the past 52 years, the applicant has owned and maintained a cattle grazing operation since the Agricultural Preserve Contract (No. 73-12) was established in 1973. Therefore, the applicant has satisfied the requirement of having a history of commercial agricultural production for three out of the past five years.

iii. Minimum Lot Size per Contract. Pursuant to Board of Supervisors Resolution (No. 03-383), minimum lot size requirements to establish an agricultural preserve shall be a parcel or a group of contiguous parcels totaling 100 acres or greater. The total amount of acreage under the existing Agricultural Preserve Contract (No. 73-12) is approximately 417 acres, which exceeds the minimum lot size requirement of 100 acres per contract. With approval of this project, an additional 5.76 acres will be added to the Agricultural Preserve and corresponding amended Land Conservation Contract for a total of approximately 423 acres under the new or amended Contract.

iv. Income Requirement. The proposed parcels under contract shall be large enough to meet the minimum income requirement of $8,000 annually for the type of soil and contract. Non-prime agricultural land is presumed to be in parcels large enough to sustain its agricultural use if the land is at least 40 acres (California Government Code Section 66474.4). On June 2, 2025, staff contacted the Assessor's Office to confirm that the Agricultural Property Statement (form 571-A) for Agricultural Preserve Land Conservation Contract No. 73-12 continues to meet the minimum income requirements. Therefore, all six proposed parcels totaling 423 acres would be capable of remaining economically viable agricultural units under the new or amended contract.

v. Remain under Williamson Act Contract with Compatible Uses. The project does not involve changes in land use or cancellation of the existing contract (Agricultural Preserve Land Conservation Contract No. 73-12). All existing structures and land uses are incidental to the agricultural use of the land. Condition No. 5 has been applied to require the applicant to amend the current Williamson Act Contract upon approval of the proposed Subdivision. Additionally, the 5.76-parcel (up from the road near Parcel F, not currently in the Williamson Act contract that covers the rest of the property) shall be, as a condition of approval, included/added to the existing contract.

vi. Removal of Land from Contract. No land currently under contract (Agricultural Preserve Land Conservation Contract No. 73-12) is proposed for removal from the Williamson Act Program as part of this application. However, the 5.76 acres (Assessor's Parcel Number 416-461-037-000) will be added to the new or amended Williamson Act Contract as a result of this project.

vii. Within One Mile of a City. The project site is located off of River Road, approximately five and a half miles southeast of the City of Salinas, and seven miles northwest of the City of Gonzales. Therefore, the existing contract as well as the new or amended contract will not conflict with an established City boundary.

Therefore, the Agricultural Subdivision, as conditioned and mitigated, would not conflict with the existing zoning for agricultural use or the Williamson Act Contract (**Attachment A**).

ENVIRONMENTAL REVIEW

Pursuant to Public Resources Code Section 21083, CCR Section15063(a), and CCR Section 15063(b)(2) of the CEQA Guidelines, the County of Monterey as the Lead Agency completed an

environmental review to determine if the project may have a significant effect on the environment. The County prepared an Initial Study and draft Mitigated Negative Declaration (IS/MND) for this project (**Attachment H**). The MND was filed with the County Clerk on April 14, 2025, and circulated for public review and comment from April 14 to May 14, 2025, with the State Clearinghouse (SCH), a division of the Governor's Office of Land Use and Climate Innovation, which coordinates the State-level review of Environmental Documents prepared Pursuant to CEQA (State Clearinghouse No. 2025040702).

The County identified potentially significant impacts to agricultural and forest resources. The IS and draft MND recommended two Mitigation Measures that would reduce the identified impacts to a level of *less-than-significant*.

Condition No. 6 provides as follows:

> Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning.

Condition No. 7. provides as follows:

Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to Government Code Section 66474.4 (c) (2).

Mitigation Measures Nos. 1 and 2 (Condition Nos. 6 and 7) would reduce the potentially significant impacts to agricultural and forest resources by restricting all six parcels from future development for at least the next 10 years. Since the property is under a Williamson Act Contract, the contract will automatically renew every January 1st, which adds an additional year to the 20-year term of the Contract unless a notice of nonrenewal is initiated by the County or by the property owners of record. If notice of non-renewal is initiated by the County or the property owners of record, the property would remain subject to the new or amended Land Conservation Contract for another 19 years.

The County received one comment on the IS and draft MND during the public review period from the Health Department, Environmental Health Bureau (EHB) in support of the project. County staff reviewed the comment received based on the specific circumstances of this project and determined that said comment does not alter the conclusions in the IS. Recirculation of the IS/MND was not warranted pursuant to CCR Section 15073.5.a. and CCR Section 15073.5.b. of the CEQA Guidelines.

All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made Conditions of Approval. A Condition Compliance and Mitigation Monitoring and Reporting Plan has been prepared in accordance with County of Monterey regulations which is designed to ensure compliance during project implementation and is hereby incorporated by this reference. The applicant shall enter into an "Agreement to Implement a Mitigation and Monitoring and Reporting Plan" as a condition of project approval (**Attachment A**).

OTHER AGENCY INVOLVEMENT:
The following agencies have reviewed the project, have comments, and/or have recommended conditions:

Environmental Health Bureau
Monterey County Regional Fire Protection District
Agricultural Commissioner's Office
Office of the County Counsel

The Office of the County Counsel shall prepare a new or amended contract reflecting the changes to the existing Agricultural Preserve and Land Conservation Contract No. 73-12 as it applies to the reconfigured Williamson Act parcels. Housing and Community Development (HCD-Planning), the County Surveyor, and the Assessor's Office will review the legal descriptions for accuracy upon receipt from the Applicant/s.

The proposed project was reviewed by the Agricultural Advisory Committee (AAC) on August 24, 2023. The AAC unanimously recommended approval of the project without concerns by a vote of 8-0 with 3 members absent (**Attachment C**). Additionally, the project was reviewed by the Toro Land Use Advisory Committee (LUAC) on October 23, 2023. The LUAC unanimously recommended approval of the project without concerns by a vote of 6-0 with 2 members absent (**Attachment D**).

FINANCING:
Funding for staff time associated with this project is included in the Adopted Budget for FY2025-26, Appropriation Unit HCD002, Unit 8543.

Prepared by: Kayla Nelson, Associate Planner, x6408
Reviewed by: Kellie Morgantini, Senior Planner, Housing and Community Development
Approved by: Craig Spencer, Director of Housing and Community Development

This report was reviewed by Mary Grace Perry, Deputy County Counsel, Office of the County Counsel.

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution; including

- Exhibit 1 - Recommended Conditions of Approval
- Exhibit 2 - Vesting Tentative Map

Attachment B - Vicinity Map
Attachment C - Agricultural Advisory Committee Minutes (August 24, 2023)
Attachment D - Toro Land Use Advisory Committee Minutes (October 23, 2023)
Attachment E - Agricultural Preserve Contract No. 73-12 (Board of Supervisors Resolution No. 73-34-12)
Attachment F - Board Resolution No. 03-383 - Procedures for Agricultural Preserves
Attachment G - Monterey County Superior Court Ordered Partition Case No. M-83258

Attachment H - Public Reviewed Draft Initial Study/Mitigated Negative Declaration (IS/MND)

Introduced: 7/28/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

PLN210158 - PEDRAZZI

Public hearing to consider adoption of a Resolution:

a. Adopting a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;

b. Approving a Standard Subdivision Tentative Map to allow division of a 378.19-acre parcel and 38.54-acre parcel under a Williamson Act Agricultural Preserve Land Conservation Contract No. 73-12, and a 5.76-acre parcel not under a Williamson Act 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, consisting of Parcel E of 40.04 acres and Remainder Parcel F consisting of 174.49 acres, respectively;

c. Adopting a Condition Compliance and Mitigation Monitoring and Reporting Plan;

d. Authorizing the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract amending Land Conservation Contract No. 73-12 (established pursuant to Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, and simultaneously execute a new or amended Agricultural Preserve Land Conservation Contract, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and

e. Directing the Clerk of the Board to record the new or amended Land Conservation Contract subject to the submittal of corresponding recording fees by the property owners of record.

(Agricultural Subdivision - PLN210158/1990 Agnes Pedrazzi Revocable Trust u/d/t dated April 6, 1990, and 1993 Pedrazzi Revocable Trust u/d/t dated December 3, 1993, 800 and 808 River Road, Salinas, (Assessor's Parcel Numbers: 167-031-003-000, 416-461-037-000, and 416-441-015-000), Toro Area Plan, Agricultural Winery Corridor Plan)

PROJECT INFORMATION:

Project Locations: 800 and 808 River Road, Salinas
APNs: 167-031-003-000, 416-461-037-000, and 416-441-015-000
Agent: Joel Panzer
Plan Area: Toro Area Plan, Agricultural Winery Corridor Plan
Flagged and Staked: N/A
CEQA Action: Adopt a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines.

RECOMMENDATION:

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

a) Adopt a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;
b) Approve a 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;
c) Adopt a Condition Compliance and Mitigation Monitoring and Reporting Plan;
d) Authorize the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract amending Land Conservation Contract No. 73-12 (established pursuant to Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, and simultaneously execute a new or amended Agricultural Preserve Land Conservation Contract, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
e) Direct the Clerk of the Board to record the new or amended Land Conservation Contract subject to the submittal of corresponding recording fees by the property owners of record.

SUMMARY/DISCUSSION:

The proposed project is for a 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 a Williamson Act 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. Two of the existing parcels (Assessor's Parcel Numbers 167-031-003-000 and 416-441-015-000) are currently under Agricultural Preserve Land Conservation Contract No. 73-12, which was established in 1973 pursuant to Board of Supervisors Resolution No. 73-34-12 (**Attachment E**).

All parcels are proposed to remain under an amended Williamson Act Agricultural Preserve and Land Conservation Contract with the inclusion of the 5.76 acres (Assessor's Parcel Number 416-461-037-000) that was not included in the original Williamson Act Agricultural Preserve and Land Conservation Contract. The lands proposed for subdivision were court-ordered to be subdivided on March 29, 2013. The Court Order resulted from a judicial partition action filed by one of the property owners. The subject property, comprised of ranchlands, farmlands, and potential farmlands, was ordered to be subdivided in response to the judicial partition action (**Attachment G**). The sole purpose of the partition and this proposed subdivision is to separate ownership of the lands. The Court's Order does not contemplate nor authorize an application by the court-appointed Referee for any change in existing use or intensification of existing use. Should any of the property owners desire to change or intensify uses in the future, they would need to independently apply for the

appropriate entitlement(s) to allow development incidental to the agricultural use of the property following completion of the proposed subdivision.

The parcels are zoned Permanent Grazing with a 40-acre minimum and Farmland 40-acre minimum with a Design Control and Visually Sensitive overlays or "F/40-D, PG/40-D, and PG/40-VS," which allow agricultural uses/development, and subdivision with a minimum lot size of 40 acres. The area under contract is proposed to be subdivided into six lots, ranging in size from 40.04 to 174.49 acres, with one non-conforming 11.08-acre parcel. The development standards for the Agricultural and Winery Corridor Plan (AWCP) Policy 3.5 provide an exception to subdivide lots (minimum 5 acres) from a legal non-conforming lot not meeting the minimum lot size for the land use designation. For example, a 10-acre lot with a 40-acre minimum designation, may be allowed based on substantial evidence that this action would: 1) reduce the number of conforming agricultural lots from being subdivided; 2) limit development in a manner to retain the rural character of the corridor; and 3) result in the development of the lot (or lots) in conformance with allowable uses identified in the AWCP.

To facilitate this Standard Subdivision Tentative Map of Williamson Act Lands, Government Code Section 66474.4 (c) provides as follows:

> (c) A legislative body may approve a subdivision with parcels smaller than those specified in this section if the legislative body makes either of the following findings:
>
> 1) The parcels can nevertheless sustain an agricultural use permitted under the contract or easement or are subject to a written agreement for joint management pursuant to Section 51230.1 and the parcels that are jointly managed total at least 10 acres in size in the case of prime agricultural land or 40 acres in size in the case of land that is not prime agricultural land.
>
> 2) One of the parcels contains a residence and is subject to Section 428 of the Revenue and Taxation Code; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least 10 years; and the remaining parcels shown on the map are at least 10 acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land.

Pursuant to Government Code Section 66474.4 (c)(2), the project meets the second finding because the existing development has been on the property since 1889 which exceeds the 5-year minimum requirement, the landowner has owned the parcels well over 10-years, and the remaining parcels shown on the proposed subdivision map are 40 acres or more.

Furthermore, pursuant to Government Code Section 66474.4 (d) regarding subdivision of Williamson Act land, no other homesite parcels as described in paragraph (2) of subdivision (c) may be created on any remaining parcels under contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with Section 51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section.

Staff's analysis of the applicable Government Code Sections, Subdivision Map Act, and the AWCP Policies led to the requirement for Parcels A through F to be deed restricted from further development of homesites for the next 10 years pursuant to Government Code Section 66474.4(c)(2). The following Mitigation Measures have been made Conditions of Approval to reduce project impacts to a level of *less-than-significant*:

Condition of Approval No. 6, Mitigation Measure No. 1 - Deed Restriction for Parcel A (Agricultural Wine Corridor Plan Consistency): Pursuant to the 2010 Monterey County General Plan and AWCP Policy 3.5, subsequent development on the 11.08-acre Parcel A shall be in conformance with allowable uses identified within the AWCP. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning."

Condition of Approval No. 7, Mitigation Measure No. 2 - Deed Restriction for Homesites on Parcels B through F: Pursuant to Government Code Section 66474.4 (d), no other homesite parcels may be created on any remaining parcels under Williamson Act Contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with Section 51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to GC §66474.4(c)(2)."

Subdivision of Williamson Act land is required to comply with the County-adopted Rules and Regulations for the Administration of Agricultural Preserves Board of Supervisors Resolution No. 03-383 - Procedures for Agricultural Preserves (**Attachment F**) if the following can be demonstrated:

i. Each parcel will be devoted to a qualifying agricultural use;
ii. Each parcel has a history of being used primarily for the commercial agricultural production of food or fiber for three of the past five years;
iii. Each parcel will meet the minimum parcel size of 100 acres or the minimum lot size;
iv. The property must generate at least $8,000 annually in agricultural gross income during three of the past five years or recently improved land must have the potential for generating $8,000 of gross income during the next succeeding year;
v. Each parcel will remain under a Williamson Act Contract and comply with the restrictions to agricultural and compatible uses;
vi. No land would be removed from the Williamson Act Program; and
vii. If within one mile of a city, that City has not or will not protest the preserve or contract.

Staff's analysis of the proposed Agricultural Subdivision was reviewed for Compliance with County-adopted Rules and Regulations for the Administration of Agricultural Preserves:

i. Agricultural Use. The applicant proposes to continue the existing agricultural (i.e., cattle grazing) use of the property, and no new structural development is proposed as part of this Agricultural Subdivision. On August 24, 2023, the project was reviewed by the AAC and was unanimously recommended for approval as proposed.
ii. History of Commercial Agricultural Production. For the past 52 years, the applicant has

owned and maintained a cattle grazing operation since the Agricultural Preserve Contract (No. 73-12) was established in 1973. Therefore, the applicant has satisfied the requirement of having a history of commercial agricultural production for three out of the past five years.

iii. Minimum Lot Size per Contract. Pursuant to Board of Supervisors Resolution (No. 03-383), minimum lot size requirements to establish an agricultural preserve shall be a parcel or a group of contiguous parcels totaling 100 acres or greater. The total amount of acreage under the existing Agricultural Preserve Contract (No. 73-12) is approximately 417 acres, which exceeds the minimum lot size requirement of 100 acres per contract. With approval of this project, an additional 5.76 acres will be added to the Agricultural Preserve and corresponding amended Land Conservation Contract for a total of approximately 423 acres under the new or amended Contract.

iv. Income Requirement. The proposed parcels under contract shall be large enough to meet the minimum income requirement of $8,000 annually for the type of soil and contract. Non-prime agricultural land is presumed to be in parcels large enough to sustain its agricultural use if the land is at least 40 acres (California Government Code Section 66474.4). On June 2, 2025, staff contacted the Assessor's Office to confirm that the Agricultural Property Statement (form 571-A) for Agricultural Preserve Land Conservation Contract No. 73-12 continues to meet the minimum income requirements. Therefore, all six proposed parcels totaling 423 acres would be capable of remaining economically viable agricultural units under the new or amended contract.

v. Remain under Williamson Act Contract with Compatible Uses. The project does not involve changes in land use or cancellation of the existing contract (Agricultural Preserve Land Conservation Contract No. 73-12). All existing structures and land uses are incidental to the agricultural use of the land. Condition No. 5 has been applied to require the applicant to amend the current Williamson Act Contract upon approval of the proposed Subdivision. Additionally, the 5.76-parcel (up from the road near Parcel F, not currently in the Williamson Act contract that covers the rest of the property) shall be, as a condition of approval, included/added to the existing contract.

vi. Removal of Land from Contract. No land currently under contract (Agricultural Preserve Land Conservation Contract No. 73-12) is proposed for removal from the Williamson Act Program as part of this application. However, the 5.76 acres (Assessor's Parcel Number 416-461-037-000) will be added to the new or amended Williamson Act Contract as a result of this project.

vii. Within One Mile of a City. The project site is located off of River Road, approximately five and a half miles southeast of the City of Salinas, and seven miles northwest of the City of Gonzales. Therefore, the existing contract as well as the new or amended contract will not conflict with an established City boundary.

Therefore, the Agricultural Subdivision, as conditioned and mitigated, would not conflict with the existing zoning for agricultural use or the Williamson Act Contract (**Attachment A**).

ENVIRONMENTAL REVIEW

Pursuant to Public Resources Code Section 21083, CCR Section15063(a), and CCR Section 15063(b)(2) of the CEQA Guidelines, the County of Monterey as the Lead Agency completed an environmental review to determine if the project may have a significant effect on the environment. The

County prepared an Initial Study and draft Mitigated Negative Declaration (IS/MND) for this project (**Attachment H**). The MND was filed with the County Clerk on April 14, 2025, and circulated for public review and comment from April 14 to May 14, 2025, with the State Clearinghouse (SCH), a division of the Governor's Office of Land Use and Climate Innovation, which coordinates the State-level review of Environmental Documents prepared Pursuant to CEQA (State Clearinghouse No. 2025040702).

The County identified potentially significant impacts to agricultural and forest resources. The IS and draft MND recommended two Mitigation Measures that would reduce the identified impacts to a level of *less-than-significant*.

Condition No. 6 provides as follows:

> Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning.

Condition No. 7. provides as follows:

Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to Government Code Section 66474.4 (c) (2).

Mitigation Measures Nos. 1 and 2 (Condition Nos. 6 and 7) would reduce the potentially significant impacts to agricultural and forest resources by restricting all six parcels from future development for at least the next 10 years. Since the property is under a Williamson Act Contract, the contract will automatically renew every January 1st, which adds an additional year to the 20-year term of the Contract unless a notice of nonrenewal is initiated by the County or by the property owners of record. If notice of non-renewal is initiated by the County or the property owners of record, the property would remain subject to the new or amended Land Conservation Contract for another 19 years.

The County received one comment on the IS and draft MND during the public review period from the Health Department, Environmental Health Bureau (EHB) in support of the project. County staff reviewed the comment received based on the specific circumstances of this project and determined that said comment does not alter the conclusions in the IS. Recirculation of the IS/MND was not warranted pursuant to CCR Section 15073.5.a. and CCR Section 15073.5.b. of the CEQA Guidelines.

All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made Conditions of Approval. A Condition Compliance and Mitigation Monitoring and Reporting Plan has been prepared in accordance with County of Monterey regulations which is designed to ensure compliance during project implementation and is hereby incorporated by this reference. The applicant shall enter into an "Agreement to Implement a Mitigation and Monitoring and Reporting Plan" as a condition of project approval (**Attachment A**).

OTHER AGENCY INVOLVEMENT:
The following agencies have reviewed the project, have comments, and/or have recommended conditions:

Environmental Health Bureau
Monterey County Regional Fire Protection District
Agricultural Commissioner's Office
Office of the County Counsel

The Office of the County Counsel shall prepare a new or amended contract reflecting the changes to the existing Agricultural Preserve and Land Conservation Contract No. 73-12 as it applies to the reconfigured Williamson Act parcels. Housing and Community Development (HCD-Planning), the County Surveyor, and the Assessor's Office will review the legal descriptions for accuracy upon receipt from the Applicant/s.

The proposed project was reviewed by the Agricultural Advisory Committee (AAC) on August 24, 2023. The AAC unanimously recommended approval of the project without concerns by a vote of 8-0 with 3 members absent (**Attachment C**). Additionally, the project was reviewed by the Toro Land Use Advisory Committee (LUAC) on October 23, 2023. The LUAC unanimously recommended approval of the project without concerns by a vote of 6-0 with 2 members absent (**Attachment D**).

FINANCING:
Funding for staff time associated with this project is included in the Adopted Budget for FY2025-26, Appropriation Unit HCD002, Unit 8543.

Prepared by: Kayla Nelson, Associate Planner, x6408
Reviewed by: Kellie Morgantini, Senior Planner, Housing and Community Development
Approved by: Craig Spencer, Director of Housing and Community Development

This report was reviewed by Mary Grace Perry, Deputy County Counsel, Office of the County Counsel.

The following attachments are on file with the Clerk of the Board:
Attachment A - Draft Resolution; including

- Exhibit 1 - Recommended Conditions of Approval
- Exhibit 2 - Vesting Tentative Map

Attachment B - Vicinity Map
Attachment C - Agricultural Advisory Committee Minutes (August 24, 2023)
Attachment D - Toro Land Use Advisory Committee Minutes (October 23, 2023)
Attachment E - Agricultural Preserve Contract No. 73-12 (Board of Supervisors Resolution No. 73-34-12)
Attachment F - Board Resolution No. 03-383 - Procedures for Agricultural Preserves
Attachment G - Monterey County Superior Court Ordered Partition Case No. M-83258
Attachment H - Public Reviewed Draft Initial Study/Mitigated Negative Declaration

(IS/MND)

Attachment A

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DRAFT RESOLUTION

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

In the matter of the application of:
PEDRAZZI (PLN210158)

RESOLUTION NO. 25-

Resolution by the Monterey County Board of Supervisors:

1) Adopting a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;
2) Approving a 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;
3) Adopting a Condition Compliance and Mitigation Monitoring and Reporting Plan;
4) Authorizing the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract No. 73-12 (Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, and simultaneously execute a new or amended Agricultural Preserve Land Conservation Contract, reflecting the new legal descriptions and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
5) Directing the Clerk of the Board to record the new or amended contract or contracts subject to the submittal of corresponding

recording fees by the property owners of record.

[PLN210158, 1990 Agnes Pedrazzi Revocable Trust u/d/t dated April 6, 1990, and 1993 Pedrazzi Revocable Trust u/d/t dated December 3, 1993, 800 and 808 River Road, Salinas, Toro Area Plan, Agricultural Winery Corridor Plan, (Assessor's Parcel Numbers: 167-031-003-000, 416-461-037-000, and 416-441-015-000)]

The PEDRAZZI application (PLN210158) came on for a public hearing before the Board of Supervisors of the County of Monterey on June 24, 2025, and was continued to August 19, 2025. Having considered all the written and documentary evidence, the administrative record, the staff report, oral testimony, and other evidence presented, the Board of Supervisors of the County of Monterey finds and decides as follows:

FINDINGS

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

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

- the 2010 Monterey County General Plan;
- Toro Area Plan;
- Agricultural and Winery Corridor Plan (AWCP);
- Monterey County Subdivision Ordinance (Title 19); and
- Monterey County Code (MCC) Zoning Ordinance (Title 21).

No conflicts were found to exist. No communications were received during review of the project indicating any inconsistencies with the text, policies, and regulations in these documents.

b) The proposed project is for a Standard Subdivision Tentative Map for the division of three parcels consisting of a 378.19-acre parcel and 38.54-acre parcel under Williamson Act Land Conservation Contract No. 73-12 (established pursuant to Board of Supervisors Resolution No. 73-34-12, Agricultural Preserve and Land Conservation Contract No. 73-12), and a 5.76-acre parcel not under an existing contract, into six parcels ranging from 11.08 to 174.49 acres:

1. Parcel A - 11.08 acres,
2. Parcel B - 42.52 acres,
3. Parcel C - 69.30 acres,
4. Parcel D - 88.27 acres,
5. Parcel E - 40.04 acres; and
6. Remainder Parcel F -174.49 acres

All parcels are proposed to remain under an amended Williamson Act Contract with the inclusion of the 5.76 acres (Assessor's Parcel Number 416-461-037-000) that was not included in the original contract. The lands proposed for subdivision were court-ordered to be subdivided on March 29, 2013. The Order resulted from a judicial partition action filed

by one of the property owners. The subject property, comprised of ranchlands, farmlands, and potential farmlands, was ordered to be subdivided in response to the judicial partition action. The sole purpose of the partition and this proposed subdivision is to separate ownership of the lands. The court's Order does not contemplate nor authorize an application by the court-appointed Referee for any change in existing use or intensification of existing use. Should any of the property owners desire to change or intensify uses in the future, they would need to independently apply for the appropriate entitlement(s) to allow development incidental to the agricultural use of the property following the completion of the subdivision. See Finding No. 7 and supporting evidence.

c) Lot Legality. The 378.19-acre parcel is shown in its current configuration as a portion of the Guadalupe Rancho described in Subdivision 1 in Map of Partition of a tract of land in adjoining Guadalupe Rancho filed July 9, 1913 (Volume 1 of Surveys, Page 79) of Monterey County Records. The 5.76-acre parcel was created as Lot 1 of Township 16 South and Range 4 East of Mount Diablo Base and Meridian of Section 7 as memorialized in the Corporation Grant Deed (Document No. 92377) in Reel 2890 Page 310 filed with the Monterey County Recorder's Office on December 29, 1992. The 38.54-acre parcel was created as Lot 6 of Township 16 South and Range 3 East of Mount Diablo Base and Meridian of Section 12 as a portion of Assessor's Parcel Number 416-441-015-000 under Certificate No. 16258 filed with the Bureau of Land Management on April 24, 1820. Therefore, these three parcels are recognized as legal lots of record.

d) Allowed Use. The property is located at 800 and 808 River Road, Salinas, Toro Area Plan, AWCP (Assessor's Parcel Numbers: 167-031-003-000, 416-461-037-000, and 416-441-015-000). The parcels are zoned Permanent Grazing with a 40-acre minimum and Farmland 40-acre minimum with a Design Control and Visually Sensitive overlays or "F/40-D, PG/40-D, and PG/40-VS," which allows agricultural uses, development incidental to the agricultural use of the property, and subdivision of land with a minimum lot size of 40 acres. The project consists of subdividing 3 legal lots (378.19-acre parcel, a 38.54-acre parcel, and a 5.76-acre parcel) into 6 parcels (Parcel A consisting of11.08 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). Proposed Parcel A, which consists of 11.08 acres, was found to be inconsistent with the underlying zoning and land use regulations for the minimum 40-acre lot size. However, development standard policies within the AWCP allow for a 5-acre minimum meeting certain criteria associated with land use (see Finding No. 1, Evidence "i"). Therefore, the project is an allowed land use for this site.

e) Subdivision. See Finding No. 6 and supporting evidence.

f) Long-term Water Supply. See Finding No. 3, Evidence "b".

g) Williamson Act. See Finding No. 7 and supporting evidence.

h) Visual Sensitivity. The project is located in an area of visual sensitivity along River Road according to the Toro Scenic Highway Corridors and

Visual Sensitivity Map (Figure 16). However, the project does not propose to build any new structures as part of this application. Therefore, the project was found to have no impact on visual resources.

i) Agricultural and Winery Corridor Plan (AWCP). All three existing parcels are located within the Central/Arroyo Seco/River Road segment of the AWCP. Two of the parcels (Assessor's Parcel Numbers 167-031-003-000 and 416-441-015-000) are currently under Williamson Act Contract (Board of Supervisors Resolution No. 73-34-12, establishing Agricultural Preserve and Land Conservation Contract No. 73-12), which would allow the continued agricultural use under an amended contract after approval of the six-parcel subdivision.

During staff's review of the project, the proposed Parcel A (approximately 11 acres) was found to conflict with the existing underlying zoning for agricultural use because the parcel is under the 40-acre minimum. Pursuant to AWCP development standards, AWCP Policy 3.5 allows an exception for subdivision of land to a minimum of 5 acres (in zones requiring minimum larger lot sizes), subject to meeting strict AWCP requirements. Staff reviewed the project in relation to the AWCP and found proposed Parcel A's size (approximately 11 acres) to be consistent with the AWCP's overall intent for development of agricultural and winery-related uses within specific County areas. Applying mitigated Conditions of Approval to the project addressing the AWCP, a recommendation can be made for approval of the proposed subdivision, including the 11-acre Parcel A. See Finding No. 7 and supporting evidence.

j) Agricultural Advisory Committee (AAC) Review. On August 24, 2023, the project was referred to the AAC pursuant to 2010 General Plan Policy AG–1.8. The policy requires that development projects on lands designated for agricultural use that require a discretionary permit shall be referred to the County's AAC for their review and recommendation to the decision-making body. The committee members unanimously recommended approval of the project without any conditions by vote of 8-0 with 3 members absent.

k) Toro Land Use Advisory Committee (LUAC) Review. The project was referred to the Toro LUAC pursuant to the Board of Supervisors adopted LUAC Guidelines for projects requiring a public hearing. On October 23, 2023, the committee members unanimously recommended approval of the project without any changes by vote of 6-0 with 2 members absent.

l) The project planner conducted a site inspection on February 13, 2024, to verify that the project on the subject parcel conforms to the plans listed above.

m) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN210158.

2. FINDING: **SITE SUITABILITY –** The site is physically suitable for the proposed development and/or use.

EVIDENCE:

a) The project has been reviewed for site suitability by the following departments and agencies: HCD-Planning, HCD-Engineering Services, HCD-Environmental Services, Environmental Health Bureau (EHB), Agricultural Commissioner's Office, and Monterey County Regional Fire Protection District (FPD). County staff reviewed the application materials and plans to verify that the project on the subject site conforms to the applicable plans and regulations, and there has been no indication from these departments/agencies that the site is not suitable for the development. Conditions recommended have been incorporated.

b) The topography of the three existing parcels ranges from flat and slightly sloped grazing land to heavily steep slopes exceeding 30 percent. Existing structural development includes an approximately 2,300 square foot single family dwelling (House 1) with a 2,300 square foot detached garage, a 1,500 square foot single family dwelling (House 2), a 9,200 square foot barn (Barn 1), a 4,300 square foot barn (Barn 2), a 2,300 square foot storage building (Building 1), a 3,200 square foot storage building (Building 2), and 2,400 square foot storage building (Building 3). The land consists of oak woodland and grassland, which are utilized for cattle grazing. Therefore, the property is suitable for the allowed agricultural use of the land.

c) The proposed Agricultural Subdivision into five parcels and a remainder parcel of no less than 40 acres each could result in up to 15 total residences (three residences per 40-acre parcel) accessory to agricultural uses under the F/40 and PG/40 zoning districts. Furthermore, the 40-acre minimum presumes the continued agricultural use of the land, and that the allowable residential development is considered an accessory to the agricultural use. In addition, the approximately 423 acres under Williamson Act Contract would be limited to residential development that supports the agricultural operations.

   Any specific proposal for future residential uses on the resulting parcels would be required to undergo site-specific environmental review, where a meaningful evaluation of potential impacts could be made. Typical impacts of rural development at this density involve water wells and wastewater systems, both of which are regulated by State law as well as County standards. Therefore, the project would result in less than significant impacts on the density of development.

d) There is no site disturbance, grading, tree removal, or structural development as part of this project application. The majority of the subject property is currently under a Williamson Act Contract and will remain in agricultural operation after approval of the subdivision. Additionally, the property's back portion (proposed remainder Parcel F) consists of oak woodland, which will be preserved, remain undeveloped, and not proposed for rezoning to a residential zoning district. Therefore, no biological or other natural resource impacts are anticipated, and the project site is suitable for the proposed Agricultural Subdivision. See Finding Nos. 6 and 7 with supporting evidence.

e) Staff conducted a site inspection on February 13, 2024, to verify that the site is suitable for this use.

f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN210158.

3. FINDING: **HEALTH AND SAFETY –** The establishment, maintenance, or operation of the project applied for will not under the circumstances of this particular case be detrimental to the health, safety, peace, morals, comfort, and general welfare of persons residing or working in the neighborhood of such proposed use, or be detrimental or injurious to property and improvements in the neighborhood or to the general welfare of the County.

EVIDENCE: a) The project was reviewed by the Housing and Community Development Department (HCD)-Planning, HCD-Engineering Services, HCD-Environmental Services, Health Department - Environmental Health Bureau (EHB), Agricultural Commissioner's Office, and the Monterey County Regional Fire District (MCRFD). The respective agencies have recommended conditions, where appropriate, to ensure that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

b) The property is currently served by a natural spring box water system located on proposed Parcel F, approximately one mile from the two single family dwellings (proposed Parcels A and B) that support the existing on-site residential and agricultural uses. The natural spring is considered groundwater under the direct influence of surface water. The existing water supply was found to be out of compliance with EHB's water quality standards for small water systems pursuant to Monterey County Code (MCC) Chapters 15.04 – Domestic Water Systems and 15.08 – Water Wells. The project includes Conditions of Approval to bring the current water system into compliance with local and State regulations to ensure water quality and wastewater discharge are addressed prior to Parcel Map recordation.

On July 12, 2023, water quality results were submitted to EHB, which demonstrated that E. coli and total coliform bacteria were no longer present in the current water supply. However, disinfection is required for the small water system since the main source of water is a natural spring. The treatment submittal received by EHB Drinking Water Protection Services (DWPS) for an ozone treatment system was revised to include a residual in the disinfection process (chlorinator). DWPS advised that the water system is feasible and will work with the applicant to satisfy the chlorinator and water system conditions prior to filing the Final Map. EHB applied a standard deed restriction for Parcel F (Condition of Approval No. 13), which requires the project to install a chlorinator on the distribution system prior to the use of a water tank and any domestic service connections. Additionally, the project includes a standard new water system permit application (Condition of Approval No. 11), along with the establishment of well lots and water system easements (Condition of Approval No. 12) prior to filing the Final Map.

c) The site is currently served by an on-site wastewater treatment system (OWTS). The proposed project will be required to comply with EHB's

non-standard deed restriction for map recordation of an Agricultural Subdivision onsite wastewater disposal (Condition of Approval No. 9), and potable water system (Condition of Approval No. 10), which deed restricts Parcels C, D, and E, and notifies future potential buyers that the parcels created from this subdivision are not guaranteed to have a viable site for an OWTS or water system to serve future development. All future development would be required to undergo a separate review for a potable water source and wastewater disposal system.

d) In October 2021, the property owner of proposed Parcel A submitted a well application on file with EHB (Permit No. 21-13551). The proposed well would provide an additional water source for agricultural irrigation and domestic use with an anticipated rate of 800 gallons per minute (GMP). The proposed well would serve the existing domestic and agricultural uses onsite but will be located closer to Parcel A's existing single family dwelling. As mentioned previously, this subdivision does not propose any new structural development or changes in the current land use.

   Additionally, the property is located within the Salinas Valley groundwater basin which includes the 180/400-foot aquifer subbasin within the designated benefit assessment Zone 2C (Board of Supervisors, Resolution No. 03-017) for the Salinas Valley Water Project (SVWP). The Monterey County Water Resources Agency (MCWRA) is responsible for managing the groundwater basins and groundwater recharge areas within the County.

   On October 26, 2021, the well application was reviewed by MCWRA, and comments were submitted to EHB for consideration. The MCWRA requires that the well construction design be approved once the MCWRA has completed a review of the geophysical and lithologic logs for the new well. Additionally, any abandoned wells on the property shall be destroyed in accordance with the procedures outlined in Bulletin 74-81, Water Well Standards: State of California of the California Department of Water Resources (DWR) and its subsequent updates. The Well Completion Report (DWR Form 188) shall include the depth to "first" water below the surface expressed in feet, and the "static" water level depth after the well is drilled and a pump test is completed to determine the source capacity of the water supply.

e) Staff conducted a site inspection on February 13, 2024, to verify that the project will not have an adverse effect on the health, safety, and welfare of persons either residing or working in the neighborhood.

f) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN210158.

4. FINDING: **NO VIOLATIONS –** The subject property is in compliance with all rules and regulations pertaining to zoning uses, subdivision, and any other applicable provisions of the County's zoning ordinance. No violations exist on the property.

EVIDENCE:

a) Staff reviewed Monterey County HCD-Planning and HCD-Building Services records and are not aware of any violations existing on the subject property.

b) Staff conducted a site inspection on February 13, 2024, and researched County records to assess if any violation exists on the subject property.

c) The application, project plans, and related support materials submitted by the project applicant to Monterey County HCD-Planning are found in Project File PLN210158.

5. FINDING: **CEQA (Mitigated Negative Declaration) –** On the basis of the whole record before the County of Monterey, there is no substantial evidence that the proposed project as designed, conditioned and mitigated, would have a significant effect on the environment. The Mitigated Negative Declaration (MND) reflects the independent judgment and analysis of the County.

EVIDENCE:

a) Pursuant to Public Resources Code Section 21083, and California Code of Regulations (CCR) Sections 15063(a) and 15063(b)(2) of the California Environmental Quality Act (CEQA) Guidelines, the Lead Agency shall conduct environmental review in the form of an Initial Study to determine if the project may have a significant effect on the environment, and shall prepare a Negative Declaration if there is no substantial evidence that the project or any of its aspects may cause a significant effect on the environment.

b) The County prepared an Initial Study pursuant to the CEQA Guidelines. The Initial Study (IS) is on file in the offices of HCD-Planning and is hereby incorporated by reference (HCD-Planning File No. PLN210158).

c) There is no substantial evidence, based upon the whole record, that the project may have a significant effect on the environment. The IS identified a few potentially significant effects. Based upon the analysis of the IS, HCD-Planning prepared a draft MND. The applicant has agreed to the proposed mitigation measures that avoid the effects or mitigate the effects to a point where clearly no significant effects would occur.

d) The IS and draft MND for HCD-Planning File No. PLN210158 was prepared in accordance with CEQA Guidelines; filed with the County Clerk on April 14, 2025; and circulated for public review from April 14 through May 14, 2025, with the State Clearinghouse (SCH), a division of the Governor's Office of Land Use and Climate Innovation, which coordinates the State-level review of Environmental Documents prepared Pursuant to CEQA (State Clearinghouse No. 2025040702).

e) Pursuant to Public Resources Code Section 21080.3.1, HCD-Planning staff initiated consultation notification on May 10, 2024, with the Ohlone/Costanoan-Esselen Nation (OCEN). On May 14, 2024, OCEN requested consultation for the proposed project. During the consultation, OCEN expressed no issues with the proposed Agricultural Subdivision since the land is under a Williamson Act Land Conservation Contract and no new development is proposed at this time. If development is to occur in the future, a site-specific archaeological report would be required in addition to obtaining the appropriate discretionary permit(s) from HCD-Planning.

f) Resource areas that were analyzed in the IS/draft MND included: aesthetics, agriculture and forest resources, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, hydrology and water quality, land use and planning, mineral resources, noise, population and housing, public services, recreation, transportation and traffic, tribal cultural resources, utilities and service systems, and wildfire.

g) Evidence that has been received and considered includes the application, technical studies/reports, staff reports that reflect the County's independent judgment, and information and testimony presented during tribal cultural consultation, public meetings, and public comment letters.

h) The County identified no impacts to aesthetics, air quality, biological resources, cultural resources, energy, geology and soils, greenhouse gas emissions, hazards and hazardous materials, mineral resources, noise, public services, recreation, transportation and traffic, tribal cultural resources, and wildfire.

i) The County identified less than significant impacts to hydrology and water quality, land use and planning, population and housing, utilities and service systems. Mitigation measures will not be required for these resource areas because the regulatory environment for the project brings any potential impacts to a level of *less-than-significant*.

j) The County identified potentially significant impacts to agricultural and forest resources. The IS and draft MND recommended two Mitigation Measures that would reduce the identified impacts to a level of *less-than-significant.* Mitigation Measures Nos. 1 and 2 (Condition Nos. 6 and 7) would reduce the potentially significant impacts to agricultural and forest resources by restricting all six parcels from future development for at least the next 10 years. Since the property is under a Williamson Act Agricultural Preserve Land Conservation Contract, the contract will automatically renew every January 1st, which adds an additional year to the 20-year term of the Contract unless a notice of nonrenewal is initiated by the County or by the property owners of record. If a notice of non-renewal is initiated by the County or the property owners of record, the property would remain subject to the new or amended Land Conservation Contract for another 19 years. See Finding No. 7, Evidence "b".

k) The County received one comment on the IS and draft MND during the public review period from EHB in support of the project. County staff reviewed the comment received based on the specific circumstances of this project and determined that said comment does not alter the conclusions in the IS. Therefore, recirculation of the IS/MND was not warranted pursuant to CEQA Guidelines Section 15073.5.a and b.

l) Analysis contained in the IS and the record as a whole indicates the project could result in changes to the resources listed in Section 753.5(d) of the CDFW regulations. The project is subject to a State filing fee plus the County recording fee. The IS was sent to the CDFW CEQA office for review and comment, and no written comments were received. The applicant will pay the State fee, but only the processing fee payable to the County of Monterey Clerk/Recorder for posting the Notice of Determination (Condition No. 3).

m) All project changes required to avoid significant effects on the environment have been incorporated into the project and/or are made Conditions of Approval. A Condition Compliance and Mitigation Monitoring and Reporting Plan has been prepared in accordance with the County of Monterey regulations which is designed to ensure compliance during project implementation and is hereby incorporated herein by reference. The applicant shall enter into an "Agreement to Implement a Mitigation and Monitoring and Reporting Plan" as a condition of project approval (Condition No. 4).

n) The County of Monterey Board of Supervisors considered the MND, along with the Standard Agricultural Subdivision, at a duly noticed public hearing held on June 24, 2025.

o) County of Monterey HCD-Planning, located at 1441 Schilling Place, 2nd Floor, Salinas, California, is the custodian of documents and other materials that constitute the record of proceedings upon which the decision to adopt the MND is based.

6. FINDING: **SUBDIVISION** – Section 66474 of the California Government Code (Subdivision Map Act) and Title 19 (Subdivision Ordinance) of the MCC requires that a request for subdivision be denied if any of the following findings are made:

1. That the proposed map is not consistent with the applicable General Plan and Specific Plans.
2. That the design or improvement of the proposed subdivision is not consistent with the applicable General Plan and Specific Plans.
3. That the site is not physically suitable for the type of development.
4. That the site is not physically suitable for the proposed density of development.
5. That the design of the subdivision or the proposed improvements is likely to cause substantial environmental damage or substantially and unavoidably injure fish or wildlife or their habitat.
6. That the design of the subdivision or type of improvements is likely to cause serious public health problems.
7. That the design of the subdivision or the type of improvements will conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

EVIDENCE:

a) Consistency. The project, as designed and conditioned, is consistent with the 2010 Monterey County General Plan, Toro Area Plan, and the AWCP (see Finding No. 1).

b) Design. The lot design is consistent with the Lot Design Standards of MCC Section 19.10.030. All proposed lots will meet the minimum lot width and depth requirements. Section 19.10.030.B establishes minimum and maximum lot dimensions for newly created parcels unless they are created as part of a planned unit development. The minimum lot width required is 60 feet, and the minimum lot depth required is 85 feet, but no more than three times the width. All proposed lots of this Agricultural Subdivision were found to meet and exceed the minimum requirements for lot size.

c) Site Suitability. The site is suitable for the proposed project, including the type and density of future development (see Finding No. 2).

d) Environment. The Agricultural Subdivision design will not cause environmental damage to fish or wildlife habitat since no structural development is proposed for this project. Furthermore, the project area will remain under an amended Williamson Act Contract, and agricultural use of the site will remain unchanged (see Finding No. 5).

e) Health and Safety. The proposed project, as designed and conditioned, will not, under the circumstances of the particular application, be detrimental to the health, safety, peace, morals, comfort and general welfare of persons residing or working in the neighborhood or to the general welfare of the County. See Finding No. 3 and supporting evidence.

f) Water Supply. MCC Section 19.10.070 requires that provisions shall be made for a domestic water supply as may be necessary to protect public health, safety, or welfare, and that the source of supply is adequate and potable. MCC Sections 19.03.015.L and 19.07.020.K require Water Supply and Nitrate Loading Information in order to assess these conditions and prove that there is a long-term water supply with the project. See Finding No. 3, Evidence "b".

g) Sewage Disposal. MCC Sections 19.03.015.K and 19.07.020.J require that provisions be made for adequate sewage disposal. The proposed Agricultural Subdivision would not add any new structures or uses that would require increases to service from existing utility systems. Utilities required for the agricultural use of the site are already in place, and the proposed project would not generate additional demand nor warrant the expansion of the current infrastructure. The proposed subdivision would not contribute to any existing wastewater treatment facilities and would not generate an increase in solid waste. EHB reviewed the project and determined that wastewater feasibility studies would not be required, however, EHB has applied the requirement for deed restrictions to inform any future property owners that a wastewater feasibility study must be demonstrated prior to any new structural development beyond that required for the existing agricultural operation. See Finding 3, Evidence "c".

h) Easements. The Agricultural Subdivision will not conflict with existing road and utility easements. In 2023, the County of Monterey Public Works Department installed drainage off River Road located on proposed Parcel B. A non-standard condition was added to the project which requires dedication of the drainage easement on the parcel map to the County over the area within the existing drainage facilities (Condition of Approval No. 16). The land is and will remain under a Williamson Act Contract, which restricts future development. Therefore, no subdivision improvements will be required after project approval.

i) Traffic. The subject property has existing access from River Road. The proposed Agricultural Subdivision involves the creation of six new parcels located on a relatively low-traffic County road. However, the project does not involve any new structural development or uses that would generate new traffic or increase the number of vehicle trips above the existing baseline (i.e., no change in roadway level of service is anticipated). The roadways in the immediate area are not at degraded levels of service, and the proposed project would not cause

any roadway or intersection level of service to be degraded. HCD-Engineering Services reviewed the proposed project and did not apply any Conditions of Approval related to traffic. Additionally, Regional and/or County traffic fees are not required for this project application.

j) Affordable Housing. The project is subject to the County's Inclusionary Housing Ordinance, Number 5175, and General Plan Land Use Policy LU-2.13, which requires that the project contribute an in-lieu fee equal to 0.75 Affordable/Inclusionary Housing Units (Condition of Approval No. 8). The proposed Agricultural Subdivision would not displace, alter the location, distribution, or density of human population in the area in any significant way, or create a demand for additional or replacement housing. Therefore, the project would not result in impacts on existing housing or people since no new structural development is proposed.

k) Parks and Recreation. Based on the review of County records and a site visit on February 13, 2024, the proposed project does not include any new development that would increase the use of existing recreational facilities that would cause substantial physical deterioration, nor create any demand for the construction of new recreation facilities. No parks, trail easements, or other recreational opportunities would be adversely impacted by the proposed project. The project was reviewed by the County of Monterey Parks Department. Pursuant to Title 19 section 19.12.010.E(2), a deed restriction condition was added which requires the payment of a fee in-lieu of land dedication if the property owner requests building permits for the construction of a residential structure or structures on one or more of the parcels created by the subdivision within four years after the approval of the subdivision (Condition of Approval No. 15). Therefore, the proposed project would have no impacts related to recreation.

l) Subdivision of Important Farmland. Forty-acre minimum parcels are a size recognized by the County of Monterey as large enough to preserve and maintain viable agricultural operations. In California, the Farmland Mapping and Monitoring Program (FMMP) produced the California Important Farmland (CIF) database in 2018. The main categories of farmland consist of Prime, Statewide Importance, Unique, and Local Importance Farmland, which are ideal for growing row crops. Pursuant to General Plan Policy AG-1.10, the County's Geographical Information System (GIS) uses this database to identify areas of farmland in the County. The County GIS also identifies Grazing Land, Other Land, Urban and Built-Up Land, as well as bodies of water. The 423-acre property predominantly contains Grazing Land where the active agricultural grazing operation is occurring; the rest of the property is classified as Other Land where steep terrain exists, along with two single family dwellings with supporting agricultural structures. The property does not contain any Prime Farmland and does not propose to convert any Farmland or Grazing Land to non-agricultural use.

m) The project planner conducted a site inspection on February 13, 2024.

n) The application, tentative map, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development are found in Project File PLN210158.

7. FINDING: **SUBDIVISION ON LAND UNDER WILLIAMSON ACT CONTRACT** – The approximately 423-acre project area located southwest of River Road and is under a Williamson Act Land Conservation Contract (Board of Supervisors Resolution No. 73-34-12, Agricultural Preserve and Land Conservation Contract No. 73-12) and therefore subject to Section 66474.4 of the California Government Code (Subdivision Map Act) and County-adopted Rules and Regulations for the Administration of Agricultural Preserves. The project is required to meet the following findings:

a. That the proposed map is consistent with the applicable General Plan policies and objectives.
b. That the subdivision is consistent with the land use/zoning designation and minimum parcel size requirements of the zoning district.
c. That the subdivision complies with County-adopted Rules and Regulations for the Administration of Agricultural Preserves (Board of Supervisors Resolution No. 03-383 – Procedures for Agricultural Preserves) because it has been demonstrated that:
    i. Each parcel will be devoted to a qualifying agricultural use;
    ii. Each parcel has a history of being used primarily for the commercial agricultural production of food or fiber for three of the past five years;
    iii. Each parcel will meet the minimum parcel size of 100 acres or the minimum lot size;
    iv. The property must generate at least $8,000 annually in agricultural gross income during three of the past five years or recently improved land must have the potential for generating $8,000 of gross income during the next succeeding year;
    v. Each parcel will remain under a Williamson Act Contract and comply with the restrictions to agricultural and compatible uses;
    vi. No land would be removed from the Williamson Act Program; and
    vii. If within one mile of a city, that City has not or will not protest the preserve or contract.
d. That the subdivision complies with Section 66474.4 of the Subdivision Map Act pertaining to land under an existing California Land Conservation Contract, referred to as a Williamson Act Contract, because the subdivision would not result in residential development that is not incidental to the agricultural operation.

EVIDENCE:

a) Consistency with the General Plan. The project, as designed and conditioned, is consistent with the 2010 Monterey County General Plan, Toro Area Plan, and AWCP (see Finding No. 1).

b) Consistency with Zoning. The parcels are zoned Permanent Grazing with a 40-acre minimum and Farmland 40-acre minimum with a

Design Control and Visually Sensitive overlays or "F/40-D, PG/40-D, and PG/40-VS," which allows agricultural uses/development, and subdivision with a minimum lot size of 40 acres. The area under contract is proposed to be subdivided into six lots, ranging in size from 40.04 to 174.49 acres, with one non-conforming 11.08-acre parcel. The development standards for AWCP Policy 3.5 provides an exception to subdivide lots (minimum 5 acres) from a legal non-conforming lot not meeting the minimum lot size for the land use designation (e.g. 10-acre lot with 40-acre minimum designation) may be allowed based on substantial evidence that this action would: 1) reduce the number of conforming agricultural lots from being subdivided; 2) limit development in a manner to retain the rural character of the corridor; and 3) development of the lot must be in conformance with allowable uses only identified in the AWCP.

To facilitate this Standard Subdivision Tentative Map of Williamson Act Lands, Government Code Section 66474.4 (c) provides as follows:

(c) A legislative body may approve a subdivision with parcels smaller than those specified in this section if the legislative body makes either of the following findings:

1) The parcels can nevertheless sustain an agricultural use permitted under the contract or easement or are subject to a written agreement for joint management pursuant to Section 51230.1 and the parcels that are jointly managed total at least 10 acres in size in the case of prime agricultural land or 40 acres in size in the case of land that is not prime agricultural land.

2) One of the parcels contains a residence and is subject to Section 428 of the Revenue and Taxation Code; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least 10 years; and the remaining parcels shown on the map are at least 10 acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land.

Pursuant to Government Code Section 66474.4 (c)(2), the project meets the second finding because the existing development has been on the property since 1889, which exceeds the 5-year minimum requirement. The landowner has also owned the parcels for well over 10 years, and the remaining parcels shown on the proposed subdivision map are 40 acres or more.

Furthermore, pursuant to Government Code Section 66474.4(d) regarding subdivision of Williamson Act land, no other homesite parcels as described in paragraph (2) of subdivision (c) may be created on any remaining parcels under contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing

with Section 51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section.

Staff's analysis of the applicable Government Code Sections, Subdivision Map Act, and the AWCP Policies led to the requirement for Parcels A through F to be deed restricted from further development for the next 10 years pursuant to Government Code Section 66474.4(c)(2). The following Mitigation Measures have been made Conditions of Approval to reduce project impacts to a level of *less-than-significant*:

Condition of Approval No. 6, Mitigation Measure No. 1 - Deed Restriction for Parcel A (Agricultural Wine Corridor Plan Consistency): Pursuant to the 2010 Monterey County General Plan and AWCP Policy 3.5, subsequent development on the 11.08-acre Parcel A shall be in conformance with allowable uses identified within the AWCP. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning."

Condition of Approval No. 7, Mitigation Measure No. 2 - Deed Restriction for Homesites on Parcels B through F: Pursuant to Government Code Section 66474.4(d), no other homesite parcels may be created on any remaining parcels under Williamson Act Contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with Section 51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to GC §66474.4(c)(2)."

Therefore, the Agricultural Subdivision, as conditioned and mitigated, would not conflict with the existing zoning for agricultural use or the Williamson Act Contract.

c) Compliance with County-adopted Rules and Regulations for the Administration of Agricultural Preserves:

i. Agricultural Use. The applicant proposes to continue the existing agricultural (i.e., cattle grazing) use of the property, and no new structural development is proposed as part of this Agricultural Subdivision. On August 24, 2023, the project was reviewed by the AAC and was unanimously recommended for approval as proposed.

ii. History of Commercial Agricultural Production. For the past 52 years, the applicant has owned and maintained a cattle grazing operation since the Agricultural Preserve and Land

Conservation Contract (No. 73-12) was established in 1973. Therefore, the applicant has satisfied the requirement of having a history of commercial agricultural production for three out of the past five years.

iii. Minimum Lot Size per Contract. Pursuant to Board Resolution (No. 03-383 – Procedures for Agricultural Preserves), minimum lot size requirements to establish an agricultural preserve shall be a parcel or a group of contiguous parcels totaling 100 acres or greater. The total amount of acreage under the existing Agricultural Preserve and Land Conservation Contract (No. 73-12) is approximately 417 acres, which exceeds the minimum lot size requirement of 100 acres per contract. With approval of this project, an additional 5.76 acres will be added to the new or amended contract or contracts for a total of approximately 423 acres under land preservation.

iv. Income Requirement. The proposed parcels under contract shall be large enough to meet the minimum income requirement of $8,000 annually for the type of soil and contract. Non-prime agricultural land is presumed to be in parcels large enough to sustain its agricultural use if the land is at least 40 acres (California Government Code§ 66474.4). On June 2, 2025, staff contacted the Assessor's Office to confirm that the Agricultural Property Statement (form 571-A) for Agricultural Preserve and Land Conservation Contract No. 73-12 continues to meet the minimum income requirements. Therefore, all six proposed parcels totaling 423 acres would be capable of remaining economically viable agricultural units under the new or amended contract or contracts.

v. Remain under Williamson Act Contract with Compatible Uses. The project does not involve changes in land use or cancellation of the existing contract (Agricultural Preserve Land Conservation Contract No. 73-12). All existing structures and land uses are incidental to the agricultural use of the land. Condition No. 5 has been applied to require the applicant to amend the current Williamson Act Contract upon approval of the proposed Subdivision. Additionally, the 5.76-parcel (up from the road near Parcel F, not currently in the Williamson Act contract that covers the rest of the property) shall be, as a condition of approval, included/added to the existing contract.

vi. Removal of Land from Contract. No land currently under contract (Agricultural Preserve and Land Conservation Contract No. 73-12) is proposed for removal from the Williamson Act Program as part of this application. However, the 5.76 acres (Assessor's Parcel Number 416-461-037-000) will be added to the new or amended Williamson Act Contract or contracts as a result of this project.

vii. Within One Mile of a City. The project site is located off of River Road, approximately five and a half miles southeast of the City of Salinas, and seven miles northwest of the City of Gonzales. Therefore, the existing contract as well as the

amended contract will not conflict with an established City boundary.

d) Compliance with Section 66474.4 of the Subdivision Map Act. The Subdivision would not result in residential development that is not incidental to the agricultural operation. The project area under contract is currently in active agricultural production (i.e., cattle grazing), which will remain the primary use of the land after project approval.

e) The application, tentative map, and supporting materials submitted by the project applicant to Monterey County HCD-Planning for the proposed development are found in Project File PLN210158.

DECISION

NOW, THEREFORE, **IT IS HEREBY RESOLVED** that, to facilitate the Standard Subdivision of Williamson Act Lands, the Board of Supervisors hereby:

1. Adopts a Mitigated Negative Declaration (State Clearinghouse No. 2025040702) pursuant to California Code of Regulations (CCR) Section 15074 of the California Environmental Quality Act (CEQA) Guidelines;
2. Approves a 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;
3. Adopts a Condition Compliance and Mitigation Monitoring and Reporting Plan;
4. Authorizes the Chair of the Board to execute a new or amended Agricultural Preserve Land Conservation Contract No. 73-12 (Board of Supervisors Resolution No. 73-34-12) to reflect the newly reconfigured Williamson Act Parcels A through F, reflecting the new legal description and current ownership interests and to incorporate any legislative changes to State Williamson Act provisions and current County Agricultural Preserve Policies or Procedures; and
5. Directs the Clerk of the Board to record the new or amended contract subject to the submittal of corresponding recording fees by the property owners of record.

PASSED AND ADOPTED on this 19th day of August 2025, 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

COPY OF THIS DECISION WAS MAILED TO THE APPLICANT ON DATE

This decision, if this is the final administrative decision, is subject to judicial review pursuant to California Code of Civil Procedure Sections 1094.5 and 1094.6. Any Petition for Writ of Mandate must be filed with the Court no later than the 90th day following the date on which this decision becomes final.

County of Monterey HCD Planning

DRAFT Conditions of Approval/Implementation Plan/Mitigation Monitoring and Reporting Plan

PLN210158

1. PD001 - SPECIFIC USES ONLY

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: This Standard Subdivision Tentative Map (PLN210158) allows 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. The property is located at 800 and 808 River Road, Salinas, (Assessor's Parcel Numbers 167-031-003-000, 416-461-037-000, and 416-441-015-000), Toro Area Plan, Agricultural Winery Corridor Plan. This permit was approved in accordance with County ordinances and land use regulations subject to the terms and conditions described in the project file. Neither the uses nor the construction allowed by this permit shall commence unless and until all of the conditions of this permit are met to the satisfaction of the Director of HCD - Planning. Any use or construction not in substantial conformance with the terms and conditions of this permit is a violation of County regulations and may result in modification or revocation of this permit and subsequent legal action. No use or construction other than that specified by this permit is allowed unless additional permits are approved by the appropriate authorities. To the extent that the County has delegated any condition compliance or mitigation monitoring to the Monterey County Water Resources Agency, the Water Resources Agency shall provide all information requested by the County and the County shall bear ultimate responsibility to ensure that conditions and mitigation measures are properly fulfilled. (HCD - Planning)

Compliance or Monitoring Action to be Performed: The Owner/Applicant shall adhere to conditions and uses specified in the permit on an on-going basis unless otherwise stated.

2. PD002 - NOTICE PERMIT APPROVAL

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall record a Permit Approval Notice. This notice shall state:
"A Standard Subdivision Tentative Map (Resolution Number _____) was approved by the County of Monterey Board of Supervisors for Assessor's Parcel Numbers 167-031-003-000, 416-461-037-000, and 416-441-015-000 on August 19, 2025. The permit was granted subject to 16 conditions of approval which run with the land. A copy of the permit is on file with Monterey County HCD - Planning."

Proof of recordation of this notice shall be furnished to the Director of HCD - Planning prior to issuance of grading and building permits, Certificates of Compliance, or commencement of use, whichever occurs first and as applicable. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Prior to the issuance of grading and building permits, certificates of compliance, or commencement of use, whichever occurs first and as applicable, the Owner/Applicant shall provide proof of recordation of this notice to the HCD - Planning.

3. PD005 - FISH & GAME FEE NEG DEC/EIR

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to the State Public Resources Code Section 753.5, State Fish and Game Code, and California Code of Regulations, the applicant shall pay a fee, to be collected by the County, within five (5) working days of project approval. This fee shall be paid before the Notice of Determination is filed. If the fee is not paid within five (5) working days, the project shall not be operative, vested or final until the filing fees are paid. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Within five (5) working days of project approval, the Owner/Applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning.

If the fee is not paid within five (5) working days, the applicant shall submit a check, payable to the County of Monterey, to the Director of HCD - Planning prior to the recordation of the final/parcel map, the start of use, or the issuance of building permits or grading permits.

4. PD006 - CONDITION OF APPROVAL / MITIGATION MONITORING PLAN

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The applicant shall enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring and/or Reporting Plan (Agreement) 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. Compliance with the fee schedule adopted by the Board of Supervisors for mitigation monitoring shall be required and payment made to the County of Monterey at the time the property owner submits the signed Agreement. The agreement shall be recorded. (HCD- Planning)

Compliance or Monitoring Action to be Performed: Within sixty (60) days after project approval or prior to the issuance of building and grading permits, whichever occurs first, the Owner/Applicant shall:

1) Enter into an agreement with the County to implement a Condition of Approval/Mitigation Monitoring Plan.

2) Fees shall be submitted at the time the property owner submits the signed Agreement.

3) Proof of recordation of the Agreement shall be submitted to HCD-Planning.

5. PD037 - WILLIAMSON ACT

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The property owner shall enter into a new or amended Agricultural Preserve Land Conservation Contract or Contracts with the Board of Supervisors of the County of Monterey for the Standard Subdivision Tentative Map of Williamson Act lands deemed necessary by the Office of the County Counsel.

Additionally, the 5.76-parcel (up from the road near Parcel F, not currently in the Williamson Act contract that covers the rest of the property) shall be, as a condition of approval, included/added to the existing contract. (HCD - Planning)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel, the property owners of record shall execute a new or amended contract or contracts to be prepared by the Office of the County Counsel, which shall be recorded after the recordation of the Certificates of Compliance and subject to the submittal of the appropriate recording fees by the property owners of record.

6. MITIGATION MEASURE NO. 1 - DEED RESTRICTION FOR PARCEL A (AGRICULTURAL WINE CORRIDOR PLAN CONSISTE

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to the 2010 Monterey County General Plan and the Agricultural and Wine Corridor Plan (AWCP) Policy 3.5, subsequent development on the 11.08-acre Parcel A shall be in conformance with allowable uses identified within the AWCP. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following:

"Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning."

Compliance or Monitoring Action to be Performed: Prior to recording of the Final/Parcel Map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit proof of recordation of the deed restriction document to HCD – Planning.

7. MITIGATION MEASURE NO. 2 - HOMESITE DEED RESTRICTION FOR PARCELS B THROUGH F

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: Pursuant to Government Code §66474.4(d), no other homesite parcels may be created on any remaining parcels under Williamson Act contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with §51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following:

"Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to GC §66474.4(c)(2)."

Compliance or Monitoring Action to be Performed: Prior to recording of the Final/Parcel Map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit proof of recordation of the deed restriction document to HCD – Planning.

8. H01 - Affordable/Inclusionary Housing

Responsible Department: Planning

Condition/Mitigation Monitoring Measure: The project is subject to the County's Inclusionary Housing Ordinance, Number 5175, which require the project contribute an In-Lieu fee equal to 0.6 Affordable/Inclusionary Housing Unit.

Prior to the recordation of the Final Map the project applicants shall pay, or secure to the satisfaction of the Housing and Community Development Director, an in-lieu fee of $96,366.00, based on the Fee Schedule dated July 12, 2011.

Compliance or Monitoring Action to be Performed: Prior to the recordation of the Final Map the project applicants shall pay, or secure to the satisfaction of the Housing and Community Development Director, an in-lieu fee of $96,366.00, based on the Fee Schedule dated July 12, 2011.

To clear this condition of approval, the applicant has agreed to secure 1/5 of the In-Lieu Fee on each of the 5-undeveloped parcels. The In-Lieu Fee will be due for each parcel when building permits are applied for. The applicant will be required to execute 5-promissory notes, each in the amount of $19,273.20, secured by a deed of trust on each of the 5-undeveloped parcels.

9. EHSP04 - DEED RESTRICTION / MAP RECORDATION - AGRICULTURAL SUBDIVISIONS: ONSITE WASTEWATER DISPOSA

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: Concurrent with the filing of the Final Map, the Owner/Applicant shall record a deed restriction for lots C, D, and E created by this subdivision which includes the provision stated below. The property owners of records shall also include such provision in any grant deed or other instrument conveying any right, title or interest in any parcel/lot created by this subdivision, and shall also place a note on the Parcel Map. The provision is as follows:

"The current property owners of record and all future buyers of any of the parcels C, D and E of this subdivision are hereby notified that, at the time of the subdivision creating these parcels/lots, the subject property was not guaranteed to have a viable site for an onsite wastewater disposal system. No Soils or Percolation Report by a qualified onsite wastewater treatment system professional has been completed which demonstrates that the subject property meets state standards and local standards set forth in the Monterey County Code (MCC), Title 15, Chapter 15.20. At the time of the subdivision creating parcels C, D and E, the subject property was utilized for agricultural production, and no development of parcels C, D and E for other purposes was projected. Therefore, the County has not verified that the subject parcels C, D and E created by this subdivision have an onsite wastewater site meeting all state standards and local standards set forth in MCC Chapter 15.20. The current property owners of record and all future buyers of the subject property are hereby further notified that no development will be permitted and no building permit will be issued for development on parcels C, D or E until the owner(s) of the respective parcel proposed for development demonstrates to the satisfaction of the County that the subject parcel proposed for development has a suitable onsite wastewater site meeting all state standards and all local standards set forth in MCC Chapter 15.20. For the purpose of this restriction, the term development includes any land improvement or entitlement that would utilize water for non-irrigation purposes and require onsite wastewater disposal."

Compliance or Monitoring Action to be Performed: Prior to filing the final map, the Owner/Applicant shall submit a draft of the note to be placed on the final map for review and approval by the Environmental Health Bureau ("EHB"), and HCD-Public Works.

Prior to the filing the final map, the applicant shall provide a legal description for the parcel and a copy of the Grant Deed to the EHB. The EHB will prepare the deed restriction form.

Concurrent with filing the final map, record the County approved deed restriction on parcels C, D and E created by the subdivision and provide proof of recordation to the Environmental Health Bureau and Planning Department.

At the time of sale of parcel C, D or E, include the same provision in any instrument conveying right, title, or interest in each parcel/lot created by this subdivision.

10. EHSP03- DEED RESTRICTION / MAP RECORDATION – AGRICULTURAL SUBDIVISIONS: WATER (NON-STANDARD)

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: Concurrent with the filing of the Final Map, the Owner/Applicant shall record a deed restriction for lots C, D, and E created by this subdivision which includes the provision stated below. The property owners of records shall also include such provision in any grant deed or other instrument conveying any right, title or interest in any parcel/lot created by this subdivision, and shall also place a note on the Parcel Map. The provision is as follows:

"The current property owners of record and all future buyers of parcels C, D and E created by this subdivision are hereby notified that the parcels C, D and E created by this subdivision are not guaranteed to have water of sufficient quality or quantity to meet state standards and local drinking water standards set forth in the Monterey County Code (MCC) Title 15, Chapters 15.04 and 15.08, and MCC Title 19. At the time of the subdivision, the subject property was utilized for agricultural production, and no development of parcels C, D and E for other purposes was projected. Therefore, the County has not verified that parcels C, D and E has water quality and quantity meeting state and local drinking water standards. The current property owners of record and all future buyers of any parcels C, D or E created by this subdivision are hereby further notified that no development will be permitted and no building permit will be issued for development on parcels C, D or E in this subdivision until the owner of parcels C, D or E proposed for development demonstrates to the satisfaction of the County that parcels C, D and E has a water source meeting all state and local drinking water quality and quantity standards, without treatment, as set forth in MCC Title 15, Chapters 15.04 and 15.08, and Title 19. For the purpose of this restriction, the term development includes any land improvement or entitlement that would utilize water for non-irrigation purposes and require onsite wastewater disposal."

Compliance or Monitoring Action to be Performed: Prior to filing the final map, the Owner/Applicant shall submit a draft of the note to be placed on the final map for review and approval by the Environmental Health Bureau ("EHB"), and HCD-Public Works.

Prior to the filing the final map, the applicant shall provide a legal description for the parcel and a copy of the Grant Deed to the EHB. The EHB will prepare the deed restriction form.

Concurrent with filing the final map, record the County approved deed restriction on parcels C, D and E created by the subdivision and provide proof of recordation to the Environmental Health Bureau and Planning Department.

At the time of sale of parcel C, D or E, include the same provision in any instrument conveying right, title, or interest in each parcel/lot created by this subdivision.

11. EHSP05 – NEW WATER SYSTEM PERMIT APPLICATION

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: The existing dwellings on parcels A and B receive domestic water from an existing spring located on parcel F.
Pursuant to Monterey County Code Chapter 15.04, Domestic Water Systems, obtain a small water system permit. (Environmental Health)

Compliance or Monitoring Action to be Performed: Prior to filing final map, obtain a small water system permit from the Environmental Health Bureau.

12. EHSP02 - WELL LOTS/WATER SYSTEM EASEMENTS

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: The Final Map shall denote the water distribution and access easement(s) for the spring located on parcel F and the existing water lines that serve parcels A and B to Environmental Health for review and approval. Once approved, well lots and easements shall appear as part of the final map and shall meet the requirements of Monterey County Code, Section 15.04.050 the California Code of Regulations, Title 22, Chapter 16, Section 64560 (Water Works Standards). (Environmental Health)

Compliance or Monitoring Action to be Performed: Prior to filing the final map, submit the final map to the Environmental Health Bureau for review and acceptance.

13. EHSP01 - DEED RESTRICTION AND INSTALLATION OF CHLORINATOR ON WELL

Responsible Department: Health Department

Condition/Mitigation Monitoring Measure: The domestic water source for the proposed subdivision is a spring box located on parcel F, and is considered to be groundwater under the direct influence of surface water.
A chlorinator shall be installed on the distribution system prior to the water tank and any domestic service-connections.

Compliance or Monitoring Action to be Performed: Prior to filing final map, the property owner:
- shall sign and notarize the deed restriction form obtained from the EHB. Record the notarized deed restriction with the Monterey County Recorder. Proof of recordation shall be provided to the EHB.
- install a Chlorinator to the well serving the accessory dwelling unit and provide documentation.

collect a finished water sample with chlorine residual and provide a copy of the water quality analysis results to the EHB for review and acceptance.

14. CC01 INDEMNIFICATION AGREEMENT

Responsible Department: County Counsel-Risk Management

Condition/Mitigation Monitoring Measure: The property owner agrees as a condition and in consideration of approval of this discretionary development permit that it will, pursuant to agreement and/or statutory provisions as applicable, including but not limited to Government Code Section 66474.9, defend, indemnify and hold harmless the County of Monterey or its agents, officers and employees from any claim, action or proceeding against the County or its agents, officers or employees to attack, set aside, void or annul this approval, which action is brought within the time period provided for under law, including but not limited to, Government Code Section 66499.37, as applicable. The property owner will reimburse the County for any court costs and attorney's fees which the County may be required by a court to pay as a result of such action. The County may, at its sole discretion, participate in the defense of such action; but such participation shall not relieve applicant of his/her/its obligations under this condition. An agreement to this effect shall be recorded upon demand of County Counsel or concurrent with the issuance of building permits, use of property, filing of the final map, recordation of the certificates of compliance whichever occurs first and as applicable. The County shall promptly notify the property owner of any such claim, action or proceeding and the County shall cooperate fully in the defense thereof. If the County fails to promptly notify the property owner of any such claim, action or proceeding or fails to cooperate fully in the defense thereof, the property owner shall not thereafter be responsible to defend, indemnify or hold the County harmless. (County Counsel-Risk Management)

Compliance or Monitoring Action to be Performed: Upon demand of County Counsel or concurrent with the issuance of building permits, use of the property, recording of the final/parcel map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit a signed and notarized Indemnification Agreement to the Office of County Counsel-Risk Management for review and signature by the County.

Proof of recordation of the Indemnification Agreement, as outlined, shall be submitted to the Office of County Counsel-Risk Management

15. PKSP001 – RECREATION LAND DEDICATION OR IN-LIEU FEE

Responsible Department: Parks Enforcement

Condition/Mitigation Monitoring Measure: As a condition of approval of a tentative map, the subdivider shall dedicate land, pay a fee in-lieu thereof, or both, at the option of the County, for park or recreational purposes at the time and according to the standards and formula contained in Chapter 19.12. The land dedicated or the fees paid, or both, shall be used for local or regional community and neighborhood parks and recreational facilities in such a manner that the locations and use of such parks and recreational facilities bear a reasonable relationship to the use of the park and recreational facilities by the inhabitants of the subdivision generating such dedication or fees, or both.

The applicant shall record a deed restriction as a condition of project approval stating: "The subdivision is subject to recreation fees based on Section 19.12.010 E. (2.) Recreation Requirements of the Subdivision Ordinance, Title 19, Monterey County Code, by paying a fee in-lieu of land dedication if the property owner requests building permits for the construction of a residential structure or structures on one or more of the parcels created by the subdivision within four (4) years after the approval of the subdivision".

Proof of the recordation of a deed restriction shall be furnished to the Director of Parks and HCD-Planning. The Parks Department shall determine the fee in accordance with provisions contained in Section 19.12.010(D). (Parks Department)

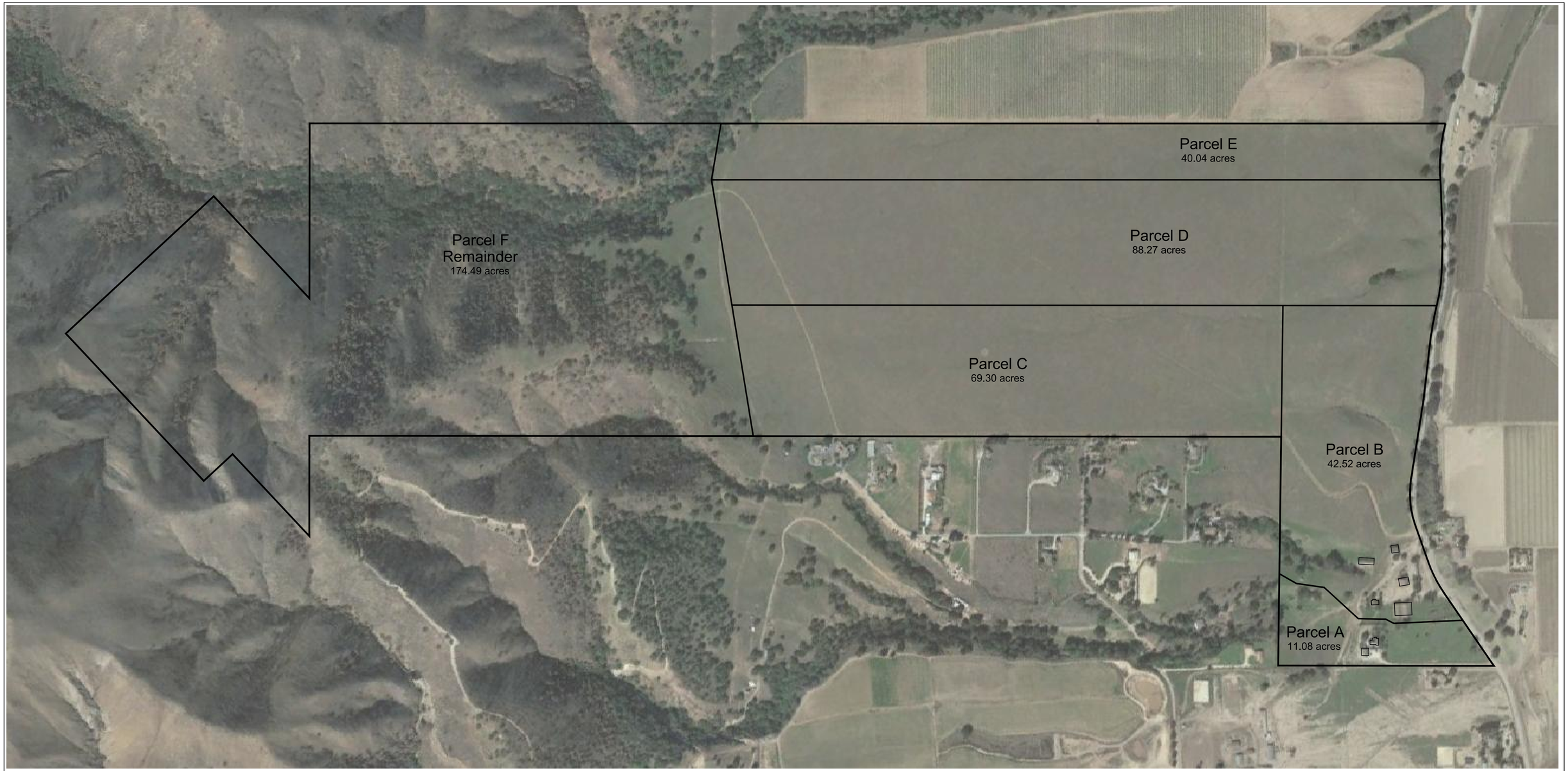
Compliance or Monitoring Action to be Performed: Proof of the recordation of a deed restriction shall be furnished to the Directors of Parks and HCD-Planning.

16. PWSP01 - NON-STANDARD

Responsible Department: Public Works

Condition/Mitigation Monitoring Measure: Dedicate a drainage easement on the parcel map identified as "Drainage Easement" to the County over the area within the existing drainage facilities installed by the County within proposed Parcel B.

Compliance or Monitoring Action to be Performed: Subdivider shall dedicate a drainage easement over existing drainage facilities within proposed Parcel B to the County within proposed Parcel B on Parcel Map.



PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A LOT LINE ADJUSTMENT ALONG WITH A MINOR SUBDIVISION UTILIZING THREE EXISTING LEGAL LOTS OF RECORD – LOT 6 IN SECTION 12, (A PORTION OF APN 416-441-015 DESCRIBED IN PATENT NUMBER 16258), LOT 1 IN SECTION 7, (APN 416-461-037 DESCRIBED IN DOCUMENT NUMBER 2021053814) AND APN 167-031-003 TO CREATE A TOTAL OF FIVE PARCELS AND ONE REMAINDER PARCEL; PARCEL A OF 11.08 ACRES, PARCEL B OF 42.52 ACRES, PARCEL C OF 69.30 ACRES, PARCEL D OF 88.27 ACRES, PARCEL E OF 40.04 ACRES AND REMAINDER PARCEL F OF 174.49 ACRES. THE PROPERTIES IN QUESTION ARE LOCATED AT 800 & 808 RIVER ROAD, SALINAS (APN'S 167-031-003, 416-441-015, AND 416-461-037) IN THE RANCHO GUADALUPE AND SECTION 12 OF T.16S., R.3E., AND SECTION 7 OF T.16S, R.4E., MOUNT DIABLO BASE AND MERIDIAN, TORO AREA PLAN.

OWNER'S DATA

167-031-003, 416-441-015 & 416-461-037

1994 PEDRAZZI REVOCABLE TRUST, U/D/T
850 RIVER ROAD
SALINAS, CA. 93908-8749

300 0 600

Scale: 1"=300'

Scale 1"=300'

PLN210158

LICENSED LAND SURVEYOR
DARYL P. WHITCHER
PLS 5992
Expires 12/31/24
STATE OF CALIFORNIA

General Notes

1. PHOTO SOURCED FROM GOOGLE EARTH, PHOTO DATE: FEBRUARY 23, 2021.

MCS inc

MONTEREY COUNTY SURVEYORS, INC.
235 Salinas Street, Salinas, CA 93901 831.424.1984
Serving Monterey County since 1937

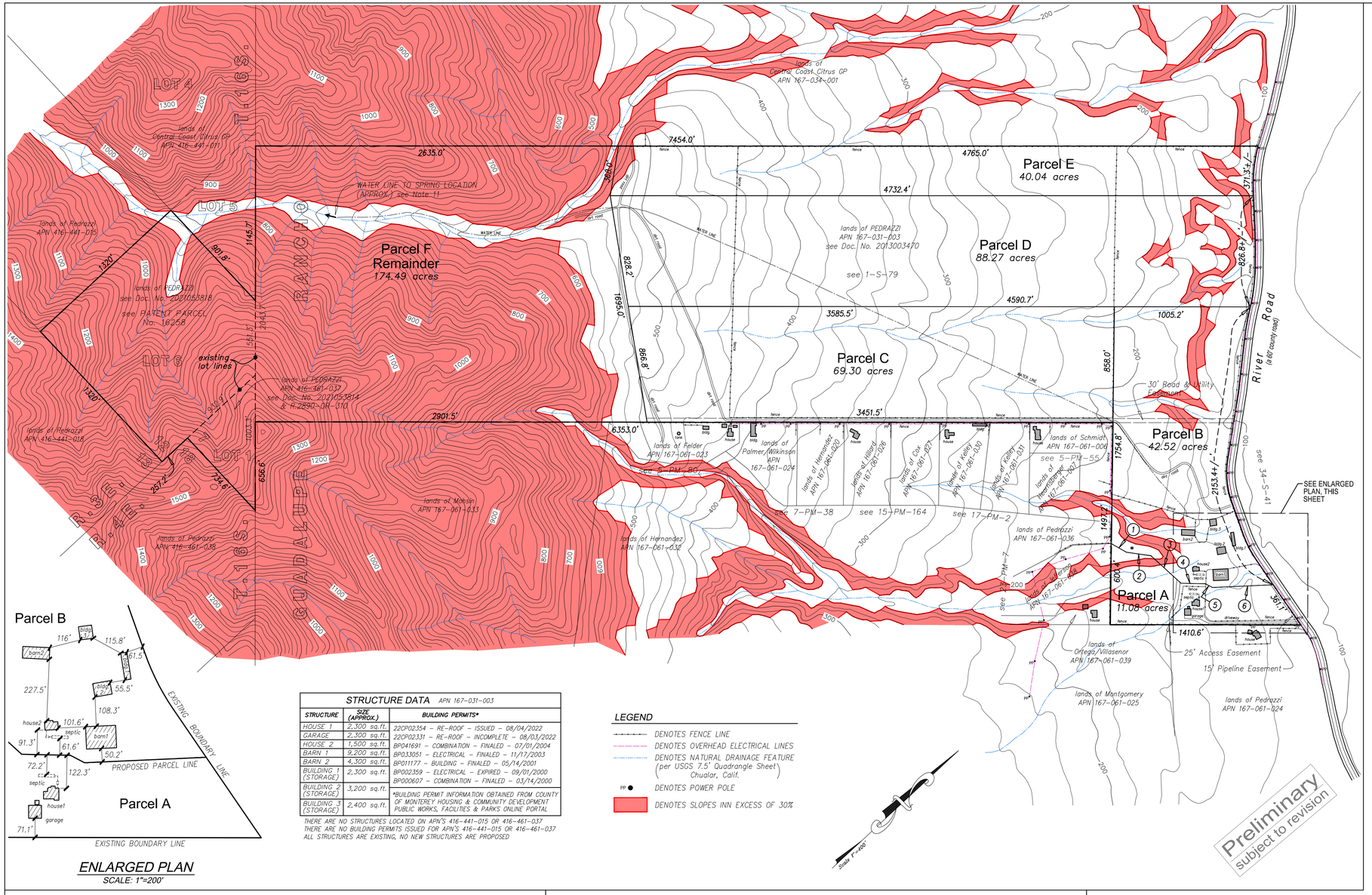
Aerial Photo

COMBINED LOT LINE ADJUSTMENT/MINOR SUBDIVISION UPON APN'S 167-031-003, 416-441-015 AND 416-461-037, SITUATE IN RANCHO GUADALUPE AND SECTION 12 OF T.16S, R.3E., AND SECTION 7 OF T.16S., R.4E. MOUNT DIABLO BASE AND MERIDIAN, TORO PLAN AREA, MONTEREY COUNTY, CA

MADE FOR: David M. Pedrazzi et. al.

SCALE: 1"=300' JOB NO. 2022.004 DATE: JANUARY 2023

SHEET 1 OF 1



ENLARGED PLAN

SCALE: 1"=200'

STRUCTURE DATA APN 167-031-003		
STRUCTURE	**SIZE (APPROX.)**	**BUILDING PERMITS***
HOUSE 1	2,300 sq.ft.	22CP02354 – RE-ROOF – ISSUED – 08/04/2022
GARAGE	2,300 sq.ft.	22CP02331 – RE-ROOF – INCOMPLETE – 08/03/2022
HOUSE 2	1,500 sq.ft.	BP041691 – COMBINATION – FINALED – 07/01/2004
BARN 1	9,200 sq.ft.	BP033051 – ELECTRICAL – FINALED – 11/17/2003
BARN 2	4,300 sq.ft.	BP011177 – BUILDING – FINALED – 05/14/2001
BUILDING 1 (STORAGE)	2,300 sq.ft.	BP002359 – ELECTRICAL – EXPIRED – 09/01/2000
BUILDING 2 (STORAGE)	3,200 sq.ft.	BP000607 – COMBINATION – FINALED – 03/14/2000
BUILDING 3 (STORAGE)	2,400 sq.ft.	*BUILDING PERMIT INFORMATION OBTAINED FROM COUNTY OF MONTEREY HOUSING & COMMUNITY DEVELOPMENT PUBLIC WORKS, FACILITIES & PARKS ONLINE PORTAL

THERE ARE NO STRUCTURES LOCATED ON APN'S 416-441-015 OR 416-461-037
THERE ARE NO BUILDING PERMITS ISSUED FOR APN'S 416-441-015 OR 416-461-037
ALL STRUCTURES ARE EXISTING, NO NEW STRUCTURES ARE PROPOSED

LEGEND

- DENOTES FENCE LINE
- DENOTES OVERHEAD ELECTRICAL LINES
- DENOTES NATURAL DRAINAGE FEATURE (per USGS 7.5' Quadrangle Sheet) Chualar, Calif.
- PP ● DENOTES POWER POLE
- DENOTES SLOPES INN EXCESS OF 30%

Slope 1"=400'

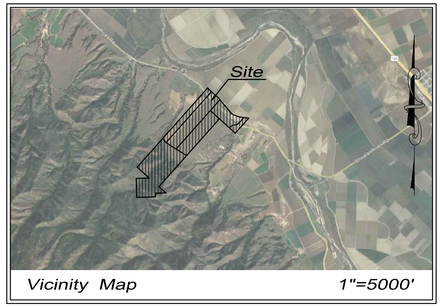
Lot Line Adjustment & Minor Subdivision Notes

1. APN 416-441-015 IS DESCRIBED IN THE GRANT DEED RECORDED AS DOCUMENT NO. 2021053818, MONTEREY COUNTY RECORDS. THIS DOCUMENT INCLUDES LOT 6 OF SECTION 12, TOGETHER WITH THE SW 1/4 OF THE SE 1/4 AND THE SOUTH 1/2 OF THE SW 1/4 OF SECTION 12.
   A. WE NOTE THAT THE PATENT ISSUED TO ANTONIO ROBLES ON MAY 16, 1891, BY GENERAL LAND OFFICE WARRANT NO. 16258, DESCRIBES LOT 6 OF SECTION 12.
   B. WE THEREFOR CONCLUDE THAT LOT 6 OF SECTION 12 IN T.16S., R.3E. IS A SEPERATE LEGAL LOT OF RECORD.
2. APN 416-461-037 IS DESCRIBED AS LOT 1 IN SECTION 7 IN THE GRANT DEED RECORDED IN REEL 2890 AT PAGE 310, MONTEREY COUNTY RECORDS. IT IS THE ONLY PROPERTY DESCRIBED IN THAT DOCUMENT SITUATE IN SECTION 7 OF TOWNSHIP 16 SOUTH, RANGE 4 EAST.
   A. WE NOTE THAT SAID PROPERTY WAS CONVEYED FROM CAL BLMX, INC. TO PEDRAZZI ON DECEMBER 29, 1992.
   B. WE THEREFORE CONCLUDE THAT LOT 1 OF SECTION 7 IN T.16S, R.4E. IS A SEPERATE LEGAL LOT OF RECORD.
3. THIS PROJECT ADJUSTS THE BOUNDARY LINES OF THE ABOVE PARCELS TO CREATE PARCEL A AND PARCEL B SHOWN HEREON.
4. THIS PROJECT ALSO INCLUDES A MINOR SUBDIVISION TO SUBDIVIDE EXISTING APN 167-031-003 INTO THREE PARCELS AND ONE REMAINDER PARCEL, IDENTIFIED HEREON AS PARCELS C, D, E AND F..

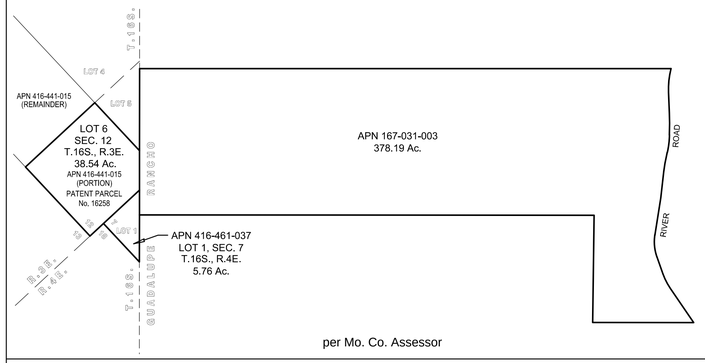
General Notes

1. ALL AREAS ARE APPROXIMATE ONLY AND WILL BE REVISED UPON COMPLETION OF A BOUNDARY SURVEY.
2. DISTANCES AND DIMENSIONS SHOWN ARE EXPRESSED IN FEET AND DECIMALS THEREOF.
3. BOUNDARY LOCATION IS BASED UPON RECORD DATA. NO BOUNDARY SURVEY HAS BEEN COMPLETED.
4. DATUM IS NGVD 1929, SOURCED FROM USGS 7.5' QUADRANGLE SHEET CHUALAR, CALIF. CONTOUR INTERVAL IS 20 FEET.
5. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS OF RECORD NOT DISCLOSED BY CHICAGO TITLE COMPANY CONDITION OF TITLE GUARANTEE NO. FWMN-TO22000153, DATED JANUARY 24, 2022. MONTEREY COUNTY SURVEYORS, INC. SHALL BEAR NO RESPONSIBILITY FOR SAID EASEMENT(S), THEIR EXISTENCE OR LOCATION.
6. NO PORTION OF THIS PROPERTY LIES WITHIN A MAPPED FLOODWAY OR FLOOD PLAIN AND IS NOT SUBJECT TO FLOODING DURING A 1% ANNUAL CHANCE EVENT PER FEMA FLOOD INSURANCE RATE MAP 06053C0400G, EFFECTIVE DATE APRIL 2, 2009.
7. EXISTING ZONING:
   APN 167-031-003 – PG/40-D 40 AC MIN
   APN 416-441-015 – PG/40-VS 40 AC MIN
   APN 416-461-037 – PG/40-VS 40 AC MIN
8. EXISTING LAND USE:
   APN 167-031-003 – GENERAL AGRICULTURE, RESIDENCE
   APN 416-441-015 – GENERAL AGRICULTURE
   APN 416-461-037 – GENERAL AGRICULTURE
   NO CHANGE TO THESE LAND USES ARE PROPOSED
9. NO CHANGE TO EXISTING SURFACE DRAINAGE, UTILITY SERVICES, OR WASTEWATER DISPOSAL IS PROPOSED WITH THIS APPLICATION.
10. SEWAGE DISPOSAL BY EXISTING SEPTIC TANK/LEACH FIELD SYSTEM. NO CHANGE IS PROPOSED.
11. WATER SUPPLY TO SUBJECT PROPERTIES PROVIDED BY EXISTING SPRING LOCATED UPON THE LANDS OF PEDRAZZI. NO CHANGE IS PROPOSED.
12. ELECTRICAL SERVICE IS BY PG&E, VIA EXISTING POWER POLES AS SHOWN HEREON. NO CHANGE IS PROPOSED.
13. NO CHANGE TO THE EXISTING DRAINAGE PATTERN IS PROPOSED.
14. NO NEW BUILDINGS ARE PROPOSED.
15. NO TREES ARE PROPOSED FOR REMOVAL.

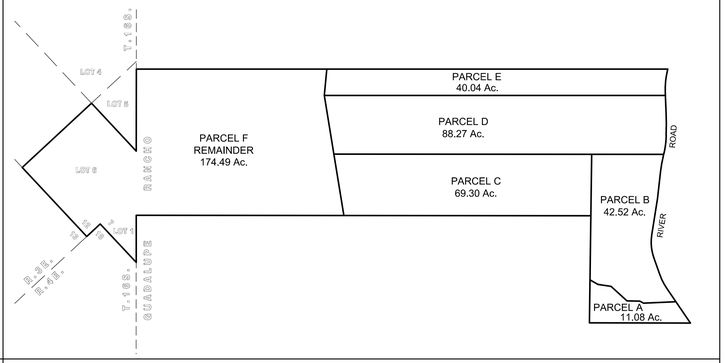
PARCEL A COURSE DATA		
No.	**BEARING**	**LENGTH**
(1)	N72°37'30"E	127.6'
2	N51°06'30"E	184.5'
3	N85°23'55"E	301.4'
4	N44°08'00"E	180.5'
5	N70°22'30"E	59.0'
6	N40°19'30"E	451.0'



Vicinity Map 1"=5000'



Existing Lots of Record



Adjusted Lots

PROJECT DESCRIPTION

THIS PROJECT CONSISTS OF A LOT LINE ADJUSTMENT ALONG WITH A MINOR SUBDIVISION UTILIZING THREE EXISTING LEGAL LOTS OF RECORD – LOT 6 IN SECTION 12, (A PORTION OF APN 416-441-015 DESCRIBED IN PATENT NUMBER 16258), LOT 1 IN SECTION 7, (APN 416-461-037 DESCRIBED IN DOCUMENT NUMBER 2021053814) AND APN 167-031-003 TO CREATE A TOTAL OF FIVE PARCELS AND ONE REMAINDER PARCEL; PARCEL A OF 11.08 ACRES, PARCEL B OF 42.52 ACRES, PARCEL C OF 69.30 ACRES, PARCEL D OF 88.27 ACRES, PARCEL E OF 40.04 ACRES AND REMAINDER PARCEL F OF 174.49 ACRES. THE PROPERTIES IN QUESTION ARE LOCATED AT 800 & 808 RIVER ROAD, SALINAS (APN'S 167-031-003, 416-441-015, AND 416-461-037) IN THE RANCHO GUADALUPE AND SECTION 12 OF T.16S., R.3E., AND SECTION 7 OF T.16S, R.4E., MOUNT DIABLO BASE AND MERIDIAN, TORO AREA PLAN.

OWNER'S DATA
167-031-003, 416-441-015 & 416-461-037
1994 PEDRAZZI REVOCABLE TRUST, U/D/T 850 RIVER ROAD SALINAS, CA. 93908-8749

PLN210158

400 0 800

Scale: 1"=400'

LICENSED LAND SURVEYOR
DARYL P. WHITCHER
PLS 5992
Expires 12/31/24
STATE OF CALIFORNIA

MCS inc
MONTEREY COUNTY SURVEYORS, INC.
235 Salinas Street, Salinas, CA 93901 831.424.1984
Serving Monterey County since 1937

Tentative Parcel Map

COMBINED LOT LINE ADJUSTMENT/MINOR SUBDIVISION UPON APN'S 167-031-003, 416-441-015 AND 416-461-037, SITUATE IN RANCHO GUADALUPE AND SECTION 12 OF T.16S, R.3E., AND SECTION 7 OF T.16S., R.4E. MOUNT DIABLO BASE AND MERIDIAN, TORO PLAN AREA, MONTEREY COUNTY, CA

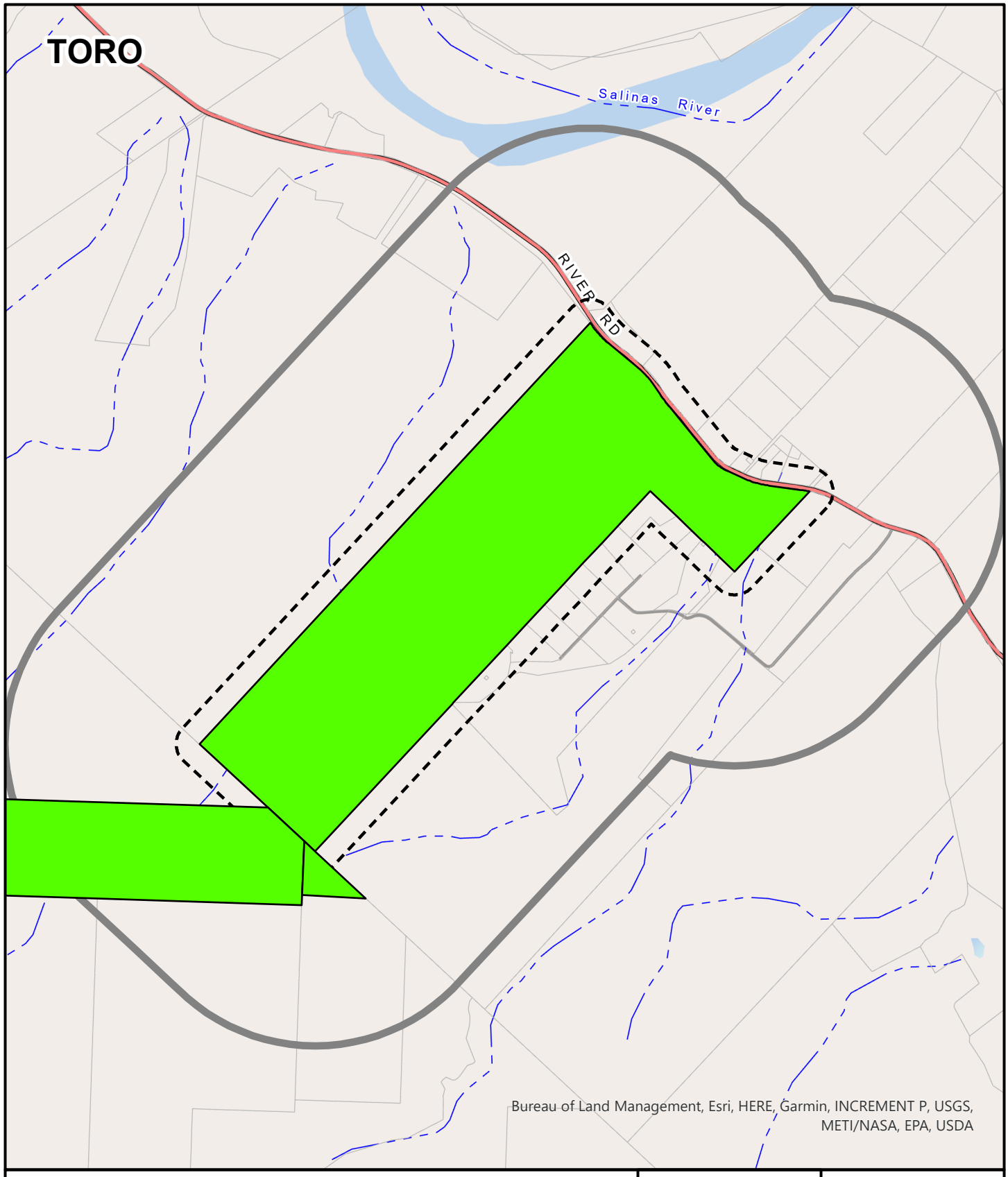
MADE FOR: David M. Pedrazzi et. al.

SCALE: 1"=400' JOB NO. 2022.004 DATE: JANUARY 2023

SHEET 1 OF 1

Attachment B

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

APN: 167031003000,416461037000, **FILE #** PLN210158

Project Site | 300 FT Buffer | 2500 FT Buffer

N

0 600

Feet

PLANNER: KAYLA NELSOI

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Attachment C

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Agricultural Advisory Committee (AAC)

ACTION MINUTES

Location:	*Ag Conference Center, 1428 Abbott Street, Salinas, CA. 93901*	
Date:	August 24, 2023	
Time:	2:30 p.m. to 4:30 p.m.	
Present:	***Committee Members***	***Staff and Guests***
	Matt Shea- Chair Alex Eastman-Vice Chair Mike Ferguson Erik Heacox Kurt Gollnick** Scott Violini* Scott Storm Nick Huntington	Juan Hidalgo, Ag Commissioner Nadia Garcia, Ag Programs Manager Mary Grace Perry, Deputy County Counsel Berlina Nuñez, Admin Secretary-Confidential Kayla Nelson, HCD Planning Fiona Jenson, HCD Planning Anna Quenga, HCD Planning Gregg MacFarlane, Assessor's Joel Panzer, Maureen Wruck and Associates Michael Cling, Attorney Jason Retterer, JRG Attorneys at Law Jennifer Rosenthal, Jennifer S. Rosenthal, Esq. Tarin Christensen Norm Groot, Monterey County Farm Bureau Cathy Mendlesen Ben Schonner Bob Burnham, Sue Burnham Mary Girardo David Haymore Stan Hitchcock, Karen Hitchcock
Absent:	Sherwood Darington, CJ Miller, Kevin Piearcy	

*Scott Violini recused himself for item VI.E-Abalone Creek Estates LLC and left the meeting place at that time for the remainder of the meeting.
** Kurt Gollnick left the meeting place at 3:29 pm during item VI. E- Abalone Creek Estates.

I. Call to Order

The meeting was called to order by Chair Matt Shea at 2:31 pm.

II. Additions and Corrections

- *Two letters of opposition were turned in within the 72hr. timeframe, therefore were not included in the agenda but were printed out and included in the agenda packet in the AAC meeting and copies were provided for attendees.*

III. Consent- Committee Business

A. Approval of Minutes from June 22, 2023
B. Approval of AAC/AAC Subcommittee Annual Report FY 2022-23

MOTION: Item A and B were moved and seconded by Committee Members Scott Violini and Nick Huntington and **passed** by the following vote:

AYES: Shea, Eastman, Ferguson, Heacox, Gollnick, Violini, Storm, Huntington
NOES: None
ABSENT: Darington, Miller, Piearcy
ABSTAIN: None

IV. Public Comment- On items not on the agenda.

- *None*

V. Agricultural Commissioner's Update

Juan Hidalgo, Agricultural Commissioner

- *Monterey County Fair*
- *2022 Crop Report*

PUBLIC COMMENT:

• None

VI. Monterey County Housing and Community Development - Planning Department

A. FERNANDEZ BROS

Project Planner: Christina Vu, Assistant Planner
Project Title: Fernandez Bros. (Assurance Development/Vertical Bridge)
Planning File No.: PLN220226
APN(s): 211-221-007-000
Project Location: Vicinity of 975 San Juan Grade Rd, Salinas
Zoning/Area Plan: Farmlands, 40 acres (F/40); Greater Salinas Area Plan
Project Description: Use Permit to allow the installation of an 80-foot-high wireless communications facility (mono-Elm faux tree) consisting of 12 antennas, associated equipment & cabinets enclosed within a 40x40 enclosure. Perimeter fencing consists of an 8-foot-tall chain-link fence.

ACTION REQUESTED/CEQA ACTION: Recommend support approval of the Use Permit by the Planning Commission to allow the installation of an 80-foot-high wireless communications facility consisting of 12 antennas, associated equipment & cabinets enclosed within a 40x40 enclosure/ **CEQA Action:** Support finding that the project is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Code of Civil Regulations (CCR) Section 15303- *New Construction or Conversion of Small Structures* and there are no exceptions pursuant to Section 15300.2.

PUBLIC COMMENT:

• None

MOTION: Item A was moved and seconded by Committee Members Scott Violini and Alex Eastman and passed by the following vote to recommend support approval of the project (wireless communication facility) consistent with HCD staff's recommendation for the lattice tower design:

AYES:	**Shea, Eastman, Ferguson, Heacox, Gollnick, Violini, Storm, Huntington**
NOES:	**None**
ABSENT:	**Darington, Miller, Piearcy**
ABSTAIN:	**None**

B. MONSON JUSTIN B & DORINE P AND HUMPHREY SCOTT LEWIS & KATHLEEN GREGORY TRS

Project Planner: Christina Vu, Assistant Planner
Project Title: Monson and Humphrey Lot Line Adjustment
Planning File No.: PLN230002
APN(s): 424-421-007-000, 424-421-011-000 and 424-421-031-000
Project Location: 72705 & 72765 Indian Valley Road, Parkfield
Zoning/Area Plan: Permanent Grazing, 160 acres (PG/160) and Farmlands, 160 acres (F/160); South County Area Plan
Project Description: Lot Line Adjustment between two (2) legal lots of record consisting of: Parcel 1 with 46.08 acres and Parcel 2 with 91.63 acres, resulting in two legal lots of record consisting of *reconfigured Parcel 1* with 72.71 acres and *reconfigured Parcel 2* with 65 acres.

ACTION REQUESTED/CEQA ACTION: Recommend support approval of the Lot Line Adjustment between two legal lots of record by the HCD Chief of Planning**/CEQA Action:** Support finding that the project is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Code of Civil Regulations (CCR) Section 15305- *Minor Alterations to Land Use Limitations* and there are no exceptions pursuant to Section 15300.2.

PUBLIC COMMENT:

• None

MOTION: Item B was moved and seconded by Committee Members Scott Violini and Kurt Gollnick and passed by the following vote to recommend support approval of the project:

AYES:	**Shea, Eastman, Ferguson, Heacox, Gollnick, Violini, Storm, Huntington**
NOES:	**None**
ABSENT:	**Darington, Miller, Piearcy**
ABSTAIN:	**None**

C. CV VISTA FARMS LLC AND D'ARRIGO BROS CO.

Project Planner: Kayla Nelson, Associate Planner
Project Title: CV Vista Farms LLC and D'Arrigo Bros Co. – Lot line adjustment
Planning File No.: PLN220367
APN(s): 177-011-010-000 and 139-011-003-000
Project Location: At and in the vicinity of 2100 Harris Ct., Salinas
Zoning/Area Plan: Farmlands,40 acre/Design Control (F/40-D); Toro & Greater Salinas Area Plans
Project Description: Lot Line Adjustment between two (2) legal lots of record: Parcel 1 (288.65 acres; under Williamson Act Contract) and Parcel 2 (12.13 acres), resulting in two (2) lots containing 278.87 acres (Parcel A) and 21.91 acres (Parcel B).

ACTION REQUESTED/CEQA ACTION: Recommend support approval of the Lot Line Adjustment (portion of land under Williamson Act) between two legal lots of record by the Board of Supervisors/CEQA Action: Support finding that the project is Categorically Exempt pursuant to the California Environmental Quality Act (CEQA) Guidelines Code of Civil Regulations (CCR) Section 15305- *Minor Alterations to Land Use Limitations* and there are no exceptions pursuant to Section 15300.2.

PUBLIC COMMENT:

- None

MOTION: Item C was moved and seconded by Committee Members Erik Heacox and Alex Eastman and passed by the following vote to recommend support approval of the project:

AYES:	**Shea, Eastman, Ferguson, Heacox, Gollnick, Violini, Storm, Huntington**
NOES:	**None**
ABSENT:	**Darington, Miller, Piearcy**
ABSTAIN:	**None**

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

Project Planner: Kayla Nelson, Associate Planner
Project Title: Pedrazzi Standard Subdivision Map
Planning File No.: PLN210158
APN(s): 167-031-003-000, 416-461-037-000 & 416-441-015-000
Project Location: 800 & 808 River Road, Salinas
Zoning/Area Plan: Permanent Grazing, 40 acres, Design Control, Visually Sensitive (PG/40-D) and (PG/40-VS), Toro Area Plan
Project Description: Standard Subdivision Tentative Map to allow division of a 380.95 acre parcel, 38.54 acre parcel and 5.78 acre parcel into six (6) parcels ranging in size from Parcel A of 11.08 acres, Parcel B of 42.52 acres, Parcel C of 69.30 acres, Parcel D of 88.27 acres, Parcel E of 40.04 acres and Remainder Parcel F of 174.49 acres, respectively.

ACTION REQUESTED: Provide recommendations to HCD-Planning staff regarding conditions and/or mitigation measures as a preliminary review for the proposed project consisting of an application for a Standard Subdivision Tentative Map.

PUBLIC COMMENT:
- None

MOTION: Item D was moved and seconded by Committee Members Erik Heacox and Nick Huntington and passed by the following vote to support approval of standard subdivision with no additional recommendations for conditions or mitigation measures:

AYES:	**Shea, Eastman, Ferguson, Heacox, Gollnick, Violini, Storm, Huntington**
NOES:	**None**
ABSENT:	**Darington, Miller, Piearcy**
ABSTAIN:	**None**

E. ABALONE CREEK ESTATES LLC

Project Planner: Fionna Jensen, Senior Planner
Project Title: ABALONE CREEK ESTATES LLC
Planning File No.: PLN210202
APNs: 416-441-047-000
Project Location:18000 Corral de Cielo, Salinas
Zoning/Area Plan: Farmlands, 40 Acre Minimum (F/40); Toro Area Plan
Project Description: Combined Development Permit consisting of: 1) After-the-fact Use Permit to allow development on slopes exceeding 25%; 2) Use Permit to allow development on slopes exceeding 25%; 3) Use Permit to allow installation of a 360 square foot agriculture processing facility; 4) Design Approval to allow the construction of a 7,452 square foot livestock barn, a 2,400 storage shed, a 7,200 equipment shed, a 1,000 square foot livestock shed, a 216 square foot potting shed, 417 square foot 300 KW photovoltaic panel array with energy storage system, and associated site improvements including 20,000 cubic yards of grading and an agriculture well. The site is under a Williamson Act Contract.

ACTION REQUESTED: Provide recommendations to HCD-Planning staff regarding conditions and/or mitigation measures as a preliminary review for the proposed project consisting of an application for Combined Development Permit.

PUBLIC COMMENT: Jennifer Rosenthal (representing concerned neighbors), Cathy Mendlesen (opposed), Ben Schonner (opposed), Bob Burnham (opposed), Mary Girardo (opposed), Sue Burnham (opposed), David Haymore (in favor), Norm Groot, Monterey County Farm Bureau (in favor), Stan Hitchcock (opposed), Karen Hitchcock (opposed).

CONSENSUS: The *AAC COMMITTEE* found item E to be consistent with commercial agriculture, its uses compatible with the property's existing Williamson Act contract and had no additional recommendations for conditions or mitigation measures. This consensus was as follows:

AYES:	**Shea, Eastman, Ferguson, Heacox, Storm, Huntington**
NOES:	**None**
ABSENT:	**Darington, Gollnick, Miller, Piearcy**
ABSTAIN:	**Violini (Recusal per AB1234 (Ethics) for having conflict of interest)**

VII. Administrative Matters

None

VIII. Agricultural Advisory Committee Comments

None

IX. Adjournment

There being no further business before the Committee, the meeting was adjourned at 3:42 p.m.

Attachment D

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MINUTES
Toro Land Use Advisory Committee
Monday, October 23, 2023

1. Meeting called to order by: Weaver **at** 4 pm

2. Roll Call

Members Present: McMurtrie, Mueller, Gobets, Weaver, Bean and new member Tamara Schwartz

Members Absent: Keenan, Pyburn

3. Approval of Minutes: Postponed to end of meeting agenda

A. **July 24, 2023** minutes

Motion: by Bean: To approve the Original Minutes prepared by Bean (LUAC Member's Name)
Second: Weaver (LUAC Member's Name)

Ayes: 6 Mueller, McMurtrie, Gobets, Weaver, Schwartz and Bean

Noes: 0

Absent: 2 Keenan and Pyburn

Abstain:

4. Public Comments: The Committee will receive public comment on non-agenda items that are within the purview of the Committee at this time. The length of individual presentations may be limited by the Chair.

Shannon Lamberth asks "how is the LUAC formed and how does one apply? Anna Quenga, Planner, answered her questions and referred her to the County website.

5. Scheduled Item(s)

6. Other Items:

A) Preliminary Courtesy Presentations by Applicants Regarding Potential Projects (Refer to pages below)
B) Announcements

Meeting Adjourned: 5:45 pm

Minutes taken by: Bean

Action by Land Use Advisory Committee
Project Referral Sheet

Monterey County Housing & Community Development
1441 Schilling Place 2nd Floor
Salinas CA 93901
(831) 755-5025

Advisory Committee: Toro

1.
Project Name: RIVER VIEW AT LAS PALMAS LLC
File Number: PLN150372
Project Location: AT THE END OF WOODRIDGE COURT, SALINAS
Project Planner: Zoe Zepp
Area Plan: Toro Area Plan
Project Description: An application for a Vesting Tentative Map and Use permit to allow an up-to 30 lot subdivision and a Use Permit to allow development on slopes exceeding 25 percent.

Was the Owner/Applicant/Representative present at meeting? Yes X No _____

(Please include the names of the those present)

Tony Lombardo, attorney representing applicant; Steve Jackson; Jerry Crawford; Andrea Zulberti; Nancy Montana; Dave Tucker; Otavio Bernardo; Stephen Hurst; Steve Vasquez; Christian Dreyer; Shannon Lamberth; Joel Panzer; Zermin Vasquez; Rosa Izquierdo; Philip Pearman; Brittany Schloss, Permit facilitator for Abalone Creek Ranch.

Was a County Staff/Representative present at meeting? Zoe Zepp (Name)

PUBLIC COMMENT:

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	
Shannon Lamberth	X		The Master Plan (at the time of her home purchase) called for 5 homes maximum on this property. Open spaces will be drastically impacted by this density. No additional egress will be provided.
Belinda Tolubin			She wants the plans to be displayed (as on an overhead projector) for all to see. Plans previously provided at meetings are now only on line.
Jerry Crawford	X		Objects to disturbing virgin land to build this. It liberates Valley Fever virus in the soil and it spreads in the dust. He thinks this is quite a stretch from the 5 homes in the Master Plan. Two vehicles per home adds over 50 cars while the road and gates are unimproved. This provides profits for developer at the expense of residents' health and safety.

Steve Hirsch, HOA V.P.	X		Strongly in favor of this plan. It is a great improvement over the previous plan for an assisted living facility. He believes the County will hold the developer accountable.
Steve Jackson	X		Asks if there will be a second road added for egress?
Otavio Bernardo	X		Was opposed previously but now is OK with the project and says part of it will be affordable housing. He feels it provides needed housing and the owner has the right to build. At the timer of the River fire, the evacuation of all residents was not a problem.
Christian Dreyer	X		Does this project allow rentals? Will the value of these homes be comparable to existing homes?
Shannon Lamberth	X		Wants to know if project will allow variation from requirements on existing homes?
Mark Vucina, local custom builder			Answering last few questions says that the new houses will increase existing home values. They will be semi-custom and cost at least $200-500 per sq. ft.
Linda Ipong	X		Will the homes be two story or one story?
Steve Jackson	X		Will the CCRs of the HOA apply to these new homes?
Tony Lombard, project attorney			In response to questions, he explained that the project is for 26 lots and will contribute around one million dollars to the county in lieu of building affordable units on site. This number of lots is preferred by neighbors and building affordable housing on this site is problematic- it would not be affordable in the current market. The money will go to CHISPA which builds affordable housing in the Salinas Valley. If the HOA votes in the new properties, they will be subject to the CCRs and the fees.
Andrea Zulberti (project owner)			Says they thought that the in lieu option is a better option for everyone
Zoe Zepp, project planner			The fire department approved this project. She has no information on Valley fever and the traffic report said there would be no significant impacts. This project includes an amendment to the Master Plan increasing the number of lots.

LUAC AREAS OF CONCERN

Concerns / Issues	Policy/Ordinance Reference	Suggested Changes -

(e.g. site layout, neighborhood compatibility; visual impact, etc)	(If Known)	to address concerns (e.g. relocate; reduce height; move road access, etc)
Bean concerned that so many projects want permits to build on slopes exceeding 25%, even though it is prohibited by the 2010 General Plan. Everyone says there is no other option and the prohibition becomes worthless.	Use Permit allowing development on slopes exceeding 25%	Lombardo says only the roadway is over 25% and only in a certain area. The building envelopes on the proposed lots will not be over 25%
Gobets says he worked for years against the previous plan for an assisted living facility and feels that this project is a great improvement which he can support		
+		

ADDITIONAL LUAC COMMENTS

Weaver states his concerns and wants to see a height limit of 20 feet and one gallon oak replacement trees in the ratio of 3:1. A dedicated scenic easement on all remaining land. The County to review and obey the Specific Plan for Las Palmas regarding erosion, slope stability, on site parking, noise control during building and a traffic plan. A B-6 overlay and implementation of the conditions in the letter from Christine Kemp of April 27, 2022 (attached)

RECOMMENDATION:

Motion by: Weaver (LUAC Member's Name)

Second by: Mueller (LUAC Member's Name)

__X__ Support Project as proposed with the 6 conditions listed by Weaver (above)

_____ Support Project with changes

_____ Continue the Item

Reason for Continuance:

Continued to what date:

AYES: 6 Mueller, McMurtrie, Gobets, Weaver, Schwartz and Bean

NOES: 0

ABSENT: 2 Keenan and Pyburn

ABSTAIN:

Action by Land Use Advisory Committee
Project Referral Sheet

Monterey County Housing & Community Development
1441 Schilling Place 2nd Floor
Salinas CA 93901
(831) 755-5025

Advisory Committee: Toro

2.

Project Name: PEDRAZZI JAMES N TR ET AL AND PEDRAZZI PETER N TR ET AL
File Number: PLN210158
Project Location: 800 & 808 RIVER RD, SALINAS, CA 93908
Project Planner: Kayla Nelson
Area Plan: Toro Area Plan
Project Description: An application for a Standard Subdivision Tentative Map to allow division of a 380.95 acre parcel, 38.54 acre parcel and 5.78 acre parcel under Williamson Act Contract into six (6) parcels ranging in size from Parcel A of 11.08 acres, Parcel B of 42.52 acres, Parcel C of 69.30 acres, Parcel D of 88.27 acres, Parcel E of 40.04 acres and Remainder Parcel F of 174.49 acres, respectively.

Was the Owner/Applicant/Representative present at meeting? Yes X No

(Please include the names of the those present)

See previous project for names of those present; Joel Panzer, Planning consultant representing the applicant

Was a County Staff/Representative present at meeting? Anna Quenga (for Nelson)
(Name)

PUBLIC COMMENT: NONE

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	

LUAC AREAS OF CONCERN: NONE

Concerns / Issues (e.g. site layout, neighborhood compatibility; visual impact, etc)	Policy/Ordinance Reference (If Known)	Suggested Changes - to address concerns (e.g. relocate; reduce height; move road access, etc)

ADDITIONAL LUAC COMMENTS

RECOMMENDATION:

Motion by: Weaver (LUAC Member's Name)

Second by: McMurtrie (LUAC Member's Name)

X Support Project as proposed

_____ Support Project with changes

_____ Continue the Item

Reason for Continuance: _____

Continued to what date: _____

AYES: 6 McMurtrie, Mueller, Schwartz, Gobets, Weaver and Bean

NOES: 0

ABSENT: 2 Keenan and Pyburn

ABSTAIN: _____

Action by Land Use Advisory Committee
Project Referral Sheet

Monterey County Housing & Community Development
1441 Schilling Place 2nd Floor
Salinas CA 93901
(831) 755-5025

Advisory Committee: Toro

3.

Project Name: CV VISTA FARMS LLC AND DARRIGO BROS CO
File Number: PLN220367
Project Location: 20100 HARRIS CT, SALINAS, CA 93908
Project Planner: Kayla Nelson
Area Plan: Toro Area Plan & Greater Salinas Area Plan
Project Description: A Lot Line Adjustment between two (2) legal lots of record: Parcel 1 (288.65 acres; under Williamson Act Contract) and Parcel 2 (12.13 acres), resulting in two (2) lots containing 278.87 acres (Parcel A) and 21.91 acres (Parcel B), with at least 90 percent of land under the former Contract remaining under the amended Williamson Act Contract.

Was the Owner/Applicant/Representative present at meeting? Yes X No _____

(Please include the names of the those present) Jasmine Vasquez, daughter of owner; Philip Herman, surveyor who prepared the map

Was a County Staff/Representative present at meeting? Anna Quenga (for Nelson)
(Name)

PUBLIC COMMENT: None

Name	Site Neighbor?		Issues / Concerns (suggested changes)
	YES	NO	

LUAC AREAS OF CONCERN: None

Concerns / Issues (e.g. site layout, neighborhood compatibility; visual impact, etc)	Policy/Ordinance Reference (If Known)	Suggested Changes - to address concerns (e.g. relocate; reduce height; move road access, etc)

ADDITIONAL LUAC COMMENTS

RECOMMENDATION:

Motion by: Mueller (LUAC Member's Name)

Second by: Weaver (LUAC Member's Name)

X Support Project as proposed

_____ Support Project with changes

_____ Continue the Item

Reason for Continuance: _____

Continued to what date: _____

AYES: 6 McMurtrie, Mueller, Schwartz, Gobets, Weaver and Bean

NOES: 0

ABSENT: 2 Keenan and Pyburn

ABSTAIN: _____

Attachment E

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EXHIBIT B

REEL 830 PAGE 586

G 07341

COUNTY OF MONTEREY

FEB 28 3 32 PM '73

OFFICE OF RECORDER
COUNTY OF MONTEREY
SALINAS, CALIFORNIA
REEL 830 PAGE 586

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

RESOLUTION NO. 73-34-12

Establishing an Agricultural Preserve with Uniform Rules Including Compatible Uses. . .) Enos Pedrazzi, et al., Wm. Dorrance, et ux, Martin Produce, and Pedrazzi & Grib.

WHEREAS, the County of Monterey has been requested to establish the herein agricultural preserve; and

WHEREAS, the County of Monterey is authorized to establish agricultural preserves pursuant to the California Land Conservation Act of 1965; and

WHEREAS, the procedural requirements to establish an agricultural preserve as required by the Act have been followed; and

WHEREAS, the land to be included within the agricultural preserve is used for the purpose of producing agricultural commodities for commercial purposes and compatible uses; and

WHEREAS, no land is within one mile of any city in the County of Monterey at the time this preserve is created; and

WHEREAS, the following uniform rules shall apply within this preserve:

Compatible uses for land to be included within the agricultural preserve are found to be those set out in Exhibit "A" attached hereto, and made a part hereof.

Grounds for cancellation are those set out in the Land Conservation Act and no other.

G 07341

NOW, THEREFORE, BE IT RESOLVED, that the following real property located in the County of Monterey, State of California, being within Monterey County Assessor's Parcel Number(s) 167-031-03, 600-222-00, 600-221-00, 600-220-00, 600-246-00, 600-233-00, 600-234-00, 600-210-00, 600-235-00, 167-011-01 through 167-011-11, 602-944-00, 600-212-00, 600-247-00, 600-224-00 and 600-223-00

and being more particularly described in Exhibit "B" attached hereto and made a part hereof, is hereby designated and established as an agricultural preserve within the meaning of and pursuant to the Land Conservation Act of 1965 and shall be known as and referred to as Agricultural Preserve No. 73-12.

On motion of Supervisor Church, seconded by Supervisor Branson, the foregoing resolution is adopted this 23rd day of January, 1973 by the following vote:

AYES: Supervisors Church, Atteridge, Tavernetti, Branson
NOES: None.
ABSENT: None. Supervisor Poyner abstains.

COUNTY OF MONTEREY, STATE OF CALIFORNIA } ss.

I, ERNEST A. MAGGINI, County Clerk and ex-officio Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a full, true and correct copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 28, on the 23rd day of January, 1973, and now remaining of record in my office.

Witness my hand and the seal of said Board of Supervisors this 23rd day of January, 1973

ERNEST A. MAGGINI,
County Clerk and ex-officio Clerk of the Board of Supervisors, County of Monterey, State of California.

By N. Lukenbill Deputy.

CLERK 861

EXHIBIT "A"

LAND CONSERVATION AGREEMENT

COMPATIBLE USES

The following is a list of land uses determined to be compatible with the agricultural use of the land subject to this agreement:

1. The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced but not including slaughter houses, fertilizer yards, bone yards or plants for the reduction of animal or vegetable matter.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner.

Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee in the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

EXHIBIT "B"

PARCEL I:

Lot 6, SW 1/4 of SE 1/4 and S 1/2 of SW 1/4 of Section 12 in Township 16 South, Range 3 East of Mount Diablo Base and Meridian, containing 158.54 acres, more or less.

PARCEL II:

A portion of the Guadalupe Rancho described as Sub-div. 1, containing 378.92 acres, more or less, as shown upon Map of Partition of a tract of land in adjoining Guadalupe Rancho, as surveyed for Pedrazzi and Co., by Lou G. Hare, Co. Surveyor, Monterey Co., Calif., filed July 9, 1913 in Volume 1 of Surveys, Monterey County Records, at page 79.

EXCEPTING the interest of the County of Monterey in County Roads.

PARCEL III:

W 1/2 of Section 13;

E 1/2 of Section 14;

E 1/2 of Section 23;

NW 1/4 and W 1/2 of SW 1/4 of Section 24,

all in Township 16 South, Range 3 East of Mount Diablo Base and Meridian.

CONTAINING 1200 acres of land, more or less.

16

REEL 830 PAGE 589

EXHIBIT "B"

DESCRIPTION:

All that certain real property situate in the County of Monterey, State of California, described as follows:

16

In Township Sixteen (16) South, Range Three (3) East, Mount Diablo Meridian:

Of Section 35: The Whole
Of Section 36: The West half ($W\frac{1}{2}$)
Of Section 25: The Southwest Quarter ($SW\frac{1}{4}$)
Of Section 26: The Southeast Quarter ($SE\frac{1}{4}$)
ALSO Lots 1, 2, 3, and 4 of Section 2 in Township 17 South of Range 3, East of Mount Diablo Meridian.

Situate in the County of Monterey, State of California, to-wit:

Being a portion of Rancho Guadalupe and a part of that certain 250 acre tract of land described in that certain Decree of Distribution entered in the Matter of the Estate of Thomas Chappell, deceased, a certified copy of which was recorded May 29, 1917 in Volume 164 of Deeds, at page 42, as follows:

"PARCEL 1":

"30 acres of land, being a portion of said tract herein first above described, lying Northerly of the 29.30 acres devised to J. Fred Chappell and the 30.70 acres of land devised to J. H. Chappell and bounded by the line between Lots M and A.1 of said Guadalupe Rancho and the Easterly line of the lands of said tract herein first above described and the Northerly lines of said 29.30 tract devised to J. Fred Chappell and the 30.70 acre tract devised to J. H. Chappell and by a line sufficiently distant Northerly therefrom and parallel thereto to include an area of 30 acres of land, including that part of the new road extending from said Soledad Road; also a portion of said tract herein first above described, containing 12.31 acres of land in the Northerly portion of said tract lying Easterly of the tract devised to Mable Chappell, and hereinafter described, said tracts so devised to William Chappell, being bounded by the center line of the new road, running parallel to said Soledad Road and by the Southerly boundary line of Buena Esperanza Rancho and by the Easterly line of said 12.30 acre tract devised to said Mabel Chappell and by a line sufficiently distant therefrom and parallel thereto, including 12.31 acres of land."

"PARCEL 2":

29.30 acres of the tract of land containing 250 acres, above referred to bounded by the line between Lots M and A.1 of the Guadalupe Rancho and by the Soledad Road and by the center line of a new road leading from said Soledad Road to the other private road across said tract and by a line sufficiently distant from said Soledad Road to make an area of 29.30 acres of land; and also 12.30 acres of land in the Northerly portion of said tract of land, bounded by said line between Lots M and A.1 of said Guadalupe Rancho and the Southerly boundary of the Buena Esperanza Rancho and the center line of said private road, running parallel to said Soledad Road, and by a line sufficiently distant Easterly from said line between said Lots M and A.1 and parallel thereto to make an area of 12.30 acres of land:

Beginning at the intersection of the line between Lots M and A.1 with the fence on the Easterly side of the Hilltown-Paraiso Road from which a 6" x 6" line post on the Westerly side of said road bears South 40° 15' West, 53.5 feet distant; thence along the Easterly side of said Hilltown-Paraiso Road toward Hilltown, North 39°46' West 92 feet and North 24°15' West 156 feet to a 4" x 5" fence post; thence leave the road and running North 87°20' East 312.0 feet to a double willow stump 2 inches in diameter in line of the above mentioned Lots M and A.1 and thence along the said line South 40°15' West, 297 feet to the place of beginning. Containing 0.84 acres of land, more or less. Courses all true. Variation 17°20' East, being a portion of the Guadalupe Rancho.

"PA[illegible]EL 3":

40.00 acres of the tract of land hereinabove referred to, bounded by the line between Lots M and A.1 of the Guadalupe Rancho and by the Easterly line of said tract of land hereinafter described and by the center line of the new road running parallel to the Soledad Road and by the Northerly line of the 30 acre tract of land distributed to Mae Chappell Ulrici by the Decree of Distribution in the matter of the Estate of Thomas Chappell, deceased, containing 40 acres of land, including that part of the new road running parallel to said Soledad Road:

"PARCEL 4":

30.70 acres of land bounded by the center line of a private road leading from the Soledad Road to the other private road and by the Easterly line of tract hereinabove referred to and by the said Soledad Road and by a line sufficiently distant Northerly from said Soledad Road to make an area of 30.70 acres of land; also a tract of land containing 12.30 acres of land in the Northerly part of the tract herein above referred to, Easterly of the 12.30 acres of land distributed to J. Fred Chappell (by the Decree of Distribution in the matter of the Estate of Thomas Chappell, deceased) being bounded on the Southwest by the center line of a new road running parallel to the Soledad Road; on the Northwest by the Southeasterly line of the tract distributed to said J. Fred Chappell; on the Northeast by the Southern boundary line of the Buena Esperanza Rancho and on the Southeast by a line parallel to the Southeasterly line of the land distributed to J. Fred Chappell and sufficiently Southeasterly therefrom to include an area of 12.30 acres of land.

"PARCEL 5":

All of those certain parcels of real property comprising 42.31 acres of land which was by said Decree finally distributed to May Chappell Ulrici, otherwise known as Mae Chappell Ulrici, and otherwise known as May Ulrici, the said decedent, and being described in said Decree as follows:

"30 acres of land herein first above described and bounded by the line between Lots M, and A.1 of the Guadalupe Rancho and by the Easterly line of said tract first above described and by the Northerly line of the 30 acre tract devised to Mable Chappell, and by a line sufficiently distant therefrom Northerly and parallel thereto to include an area of 30 acres, including that part of the new road leading from said Soledad Road, also 12.31 acres of land in the Northerly part of said tract first hereinabove described, lying Easterly of a 12.31 acre tract devised and bequeathed to said William Chappell, and bounded by the center line of said new road, running parallel to said Soledad Road and by the Easterly line of said tract first hereinabove described and by the Southerly line of the Buena Esperanza Rancho, and by a line Easterly of said 12.31 acre tract, devised to said William Chappell, and containing 12.31 acres of land, more or less".

(continued)

"PARCEL 6":

30 acres of land, being a portion of 250 acre tract herein first above referred to and bounded by the line between Lots M and A.1 of said tract and the Easterly line of said tract and by the Northerly line of said 30 acre tract devised by said last Will and Testament to William Chappell, and by a line sufficiently distant Northerly therefrom and parallel thereto to include an area of 30 acres of land, including that part of said new road leading from the said Soledad Road; also 12.30 acres of land in the Northerly portion of said tract herein first above referred to bounded by the center line of the new road, running parallel to said Soledad Road and by the Southerly line of the Buena Esperanza Rancho and by the Easterly line of the 12.30 acre tract devised by said last Will and Testament to J. E. Chappell, and by a line sufficiently distant Easterly therefrom and parallel thereto to include the said area of 12.30 acres.

EXCEPTING from the hereinbefore Parcel "2" the following described parcel of land to be referred to as Exception (1) particularly described as follows:

BEGINNING at the most westerly corner of said Parcel "2" (29.30 acres) and running along the northeasterly side of River Road

(1) S. 41° E., 264.0 feet; thence

(2) S. 65° E., 190.08 feet; thence

(3) S. 44° 45' E., 332.32 feet; thence

(4) S. 52° E.,126.0 feet; thence leave the northeasterly side of said River Road and running

(5) N. 41° 25' E., 223.0 feet to the top of an existing bank; thence running along top of bank

(6) N. 45° 37' W., 588.0 feet; thence

(7) N. 39° 30' W., 142.90 feet; thence

(8) N. 29° 25' W., 182.14 feet to station in the northwesterly boundary of said Parcel "2" (29.30 acres); thence leave top of bank and running along last mentioned boundary

(9) S. 41° 25' W., 340.0 feet to the place of beginning.

Containing an area of 5.44 acres of land.

Courses all true.

ALSO EXCEPTING from said Parcel "2" that certain 0.84 acre tract of land herein before described in Parcel "2" to be referred to as Exception (2).

Leave a total area of 246.08 acres of land for establishment of an agricultural preserve and application for land conservation contract.

EXHIBIT "B"

22

PARCEL I

All that certain real property situate in the County of Monterey, State of California, described as follows:

East half (E1/2) and East half of Southwest quarter (E1/2 of SW 1/4) of Section 24;
North half (N1/2) of Section 25;
Northeast quarter (NE1/4) of Section 26;

all in Township 16 South, Range 3 East of Mount Diablo Base and Meridian.

Lots 5, 6, 10, 11, 12, 13, 14 and 15 of Section 19; Lots 1, 2 and East half of Northwest quarter (E1/2 of NW1/4) of Section 30, all in Township 16 South, Range 4 of Mount Diablo Base and Meridian.

CONTAINING 1405.39 acres of land, more or less.

PARCEL II

All that real property situate in the County of Monterey, State of California, described as follows:

South half of the Southeast quarter (S1/2 of SE 1/4) and the Northeast quarter of the Southeast quarter (NE 1/4 of SE 1/4) of Section 13, in Township 16 South, Range 3 East of Mount Diablo Meridian, CONTAINING 120 acres of land, more or less.

ALL of Lots One (1), Four (4), Five (5), Eight (8) and Northeast quarter of Southwest quarter (NE 1/4 of SW 1/4) of Section 18, in Township 16 South of Range 4 East of Mount Diablo Meridian in the County of Monterey, State of California, CONTAINING 140.41 acres, more or less.

Attachment F

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

Resolution No. 03-383:
Amend Resolution No. 01-485, Amending Procedure for Agricultural Preserves, to include the word "usually" into item no. 1 of "the list of compatible uses within Agricultural Preserves," to read as follows: "The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced."

WHEREAS, the Board of Supervisors recognizes a clerical error that inadvertently omitted the word "usually" in item no. 1 of the County's list of compatible uses within Agricultural Preserves found in Resolution No. 01-485 approved by the Board on December 11, 2001, and

WHEREAS, the Board of Supervisors recognizes that by re-inserting the word, the list of Board-approved Agricultural Preserve compatible uses will be consistent with the Farmland Security Zone compatible uses found in Resolution No. 01-486 that was also approved by the Board on December 11, 2001.

NOW, THEREFORE, BE IT RESOLVED THAT the Board of Supervisors amends Resolution No. 01-485, Amending Procedure for Agricultural Preserves, to include the word "usually" into item no. 1 of "the list of compatible uses within Agricultural Preserves," to read as follows:

> **"The drying, packing or other processing of an agricultural commodity usually performed on the premises where it is produced."**

PASSED AND ADOPTED on this 25th day of November, 2003, by the following vote, to-wit:

AYES: SUPERVISORS CALCAGNO, LINDLEY, JOHNSEN, POTTER and ARMENTA

NOES: NONE

ABSENT: NONE

I, Sally R. Reed, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page X of Minute Book 71, on November 25, 2003.

Dated: 11/25/03

Sally R. Reed, Clerk of the Board of Supervisors, County of Monterey, State of California.

By Barbara S. Grant
Deputy Barbara S. Grant

cc: Planning and Building/E. Nordgreen; County Counsel/M. Perry

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

Resolution No. 01-485 --)
Amending Procedure for)
Agricultural Preserves . . . . .)

WHEREAS, the Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

WHEREAS the purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

WHEREAS, the Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and entering into land conservation contracts as authorized by said Act.

NOW, THEREFORE, BE IT RESOLVED that the following procedures shall be used in the County of Monterey for initiating, filing and processing requests to establish agricultural preserves:

1. Applications, an original and four copies, to establish agricultural preserves, shall be filed with the Clerk of the Board of Supervisors on forms provided by said Clerk. Said application and copies shall be filed on or before **September 15th** of each year. The application shall set forth the identity of the owners of the property located within the proposed preserve, a legal description of the property together with Assessor's parcel number or numbers, the size or acreage of the property, and shall have attached thereto a Title Company Lot Book Report which said report shall contain a plat or map of the property accurately showing the exterior boundaries thereof. The application shall also show that the property is being used for commercial agricultural purposes and uses compatible therewith and shall show the rental history or income and expense history for the past three years. The application shall further state that the applicant and the owners request that appropriate steps be taken to reclassify said property into an appropriate agricultural zoning district and that the applicant and the owners desire to enter into a Land Conservation Contract with the County which qualifies as an "enforceable restriction" as that term is used in Revenue and Taxation Code Section 422.

2. The application shall be accompanied by non-refundable fee of $200.00 provided, however, where the application or applications are to place more than one parcel of property under separate ownerships into one preserve the fee shall by $200.00 plus $50.00 for each additional parcel over one under separate ownership.

3. When filed, within ten (10) days of filing, the Clerk shall forward a copy of the application, together with a transmittal memo indicating the date filed, and whether the application was timely filed, to the Assessor, to the Director of Planning and Building Inspection, to the County Counsel, and to the Agricultural Commissioner and/or their designees for their recommendations. The Director of Planning shall submit a report as required by Section 51234 of the Government Code.

4. The Clerk of the Board of Supervisors shall place the matter upon the agenda of the Board of Supervisors. If the Board determines that said application should be granted, the Clerk shall give notice in accordance with the provisions of California Government Code Sections 51230 and 51233.

5. The Board will establish agricultural preserves by resolution. Said resolution shall contain a finding of authorized uses which are compatible with the agricultural uses within the preserve and shall also contain any uniform rules to be adopted for the administering of the preserve.

6. Upon filing the application, the owners of land within the proposed agricultural preserve shall file a request with the Clerk of the Board of Supervisors to enter into a land conservation contract with the County.

7. The Board by resolution shall authorize and direct the Chair of the Board of Supervisors to sign land conservation contracts with the owners of any land within the agricultural preserve.

8. It shall be the policy of the County to establish preserves where qualifications have been met and there is reasonable certainty that contracts will be concluded within a reasonable length of time.

9. It shall also be the policy of this Board to enter into land conservation contracts (a) which provide for a minimum effective period of 20 years; (b) which restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the agreement; (c) which provide that such contract may not be canceled prior to the date of expiration by their own terms except as provided in said Land Conservation Act, and (d) which also provide for the payment of deferred taxes to the County, unless waived by the Board of Supervisors with the approval of the Secretary of the Resources Agency after the Board's determination that continuation of the contract conditions would seriously jeopardize public health or safety, and upon such cancellation the payment of the same amount and in the same manner as provided by Sections 51283 and 51283.1 of the Government Code.

10. It is further the policy of this Board to provide in such contracts that they shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year, that each shall provide for automatic annual renewal for a period of one year unless notice of non-renewal is given as provided by Section 51245 of

the Government Code. All land conservation contracts and notices of non-renewal thereof shall be recorded by the County. Such contracts shall be binding upon all subsequent transferees of any interest in the real property subject thereto.

11. It is further the policy of this Board to approve only agricultural preserves and land conservation contract applications meeting the following conditions:

a. If located within one mile of a city, said city neither protests the establishing of the preserve nor the execution of the contract.

b. Land Use. To be considered for inclusion in an agricultural preserve, land must have a recent history of use primarily for the production of food and fibre products for commercial purposes. Use for the production of such products for three out of the last five years shall be required, unless a bona fide commitment to such use is clearly evidenced by shorter use after a material change of circumstances, such as in the case of substantial capital investment to improve previously unimproved property for agricultural purposes or recent availability of agricultural water. "Commercial purposes" shall be interpreted to require that most products produced thereon are sold in normal marketing channels.

c. Minimum size and gross income. Applications for establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains 100 or more acres and shall have had an annual gross income during three of the last five years from the production of animals and/or unprocessed agricultural plant products of not less than $8,000.00, or in the case of recently improved lands, have a potential during the next succeeding year of producing a gross income of $8,000.00 from the production of animals and/or unprocessed agricultural plant products, provided, however, the Board of Supervisors will consider establishing agricultural preserves of less than 100 acres, but of 40 or more acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprises in the area and that the establishment of preserves of less than 100 acres is consistent with the general plan of the County.

d. Compatible Uses. Compatible uses permitted on lands within an established "agricultural preserve":

1. Shall not be in conflict or inconsistent with or in violation of the basic underlying zoning applicable to the property;

2. Shall be particularly specified and included in the resolution establishing any preserve; and

3. Shall be reviewed by the Agricultural Preserve Committee for each proposed contract and said Committee shall recommend appropriate adjustments.

PASSED AND ADOPTED this 11th day of December 2001, upon motion of Supervisor Calcagno, seconded by Supervisor Potter, and carried by the following vote, to-wit:

AYES: Supervisors Armenta, Calcagno, Johnsen and Potter.

NOES: None.

ABSENT: Supervisor Pennycook.

I, SALLY R. REED, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof at page -- of Minute Book 70, on December 4, 2001.

DATED: December 4, 2001

SALLY R. REED, Clerk of the Board
of Supervisors, County of Monterey, State of California

By: Nancy Lukenbill
Deputy

ATTACHMENT A

SUMMARY OF AGRICULTURAL PRESERVE CONTRACT REQUIREMENTS

(Excerpts from Government Code Sections 51230, 51233, 51234, 51243 (a, b) 51243.5, 51244, 51244.5, Resolution No. 80-529; Resolution No. 99-454).

The Land Conservation Act of 1965, as amended, (Government Code, title 5, Division 1, Part 1, Chapter 7), authorizes counties to establish agricultural preserves; and

The purpose of this Act is to maintain the agricultural economy of California by providing an incentive to continue the agricultural use of land; and

The Board of Supervisors of Monterey County finds that it can assist in maintaining the agricultural economy of California by establishing agricultural preserves and entering into land conservation contracts as authorized by said Act.

The Agricultural Preservation Review Committee consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, Planning & Building Inspection Department shall be responsible for reviewing the following in order to consider the establishment of an Agricultural Preserve Contract:

Establishment of Agricultural Preserve Contract

I. Application

A. Original and three copies of application

B. Filed on or before **September 15th**

C. Name and address of each property owner

D. Legal description of the property

E. Size (area) of property

F. Assessor Parcel Numbers

G. Title report containing plot or map

H. Indicate current commercial agricultural use and all other uses

I. Reclassification request, if required

J. History of Income & Expense

II. Qualifications

A. Areas of 100 acres or more, or group of contiguous parcels (Gov't. Code Sec. 51230) and

B. Annual gross income during three of the last five years from production of animals and/or unprocessed agricultural plant products of not less than $8,000.00 (Res. 80-529, Para 11 (c)).

C. Areas of less than 100 acres, but of 40 or more acres if necessary to preserve the unique characteristics of the agricultural enterprise, (Gov't Cod'e Sec. 51230, Res. 80-529. Para 11 (c) and

D.. Is consistent with the County General Plan. (Gov't Code Section 51234.)

E. Land has been used for production of food and fibre products for three of last five years. (Res. 80-529, Para 11 (c).)

F. Recently improved lands shall have the potential of a gross $8,000.00 income the next succeeding year. (Res. 80-529, Para 11 (c).)

G. If within one mile of a city, that city has not or will not protest the preserve or contract. (Gov't Code Sections 51233, 51243.5.)

H. The property is zoned an appropriate agricultural designation, or that the proper reclassification be requested at the time the contract is applied for. (Res. 80-529, para 1)

Procedure to make New Contracts

The owner of land applies to the Board of Supervisors on or before **September 15** of each year. The application identifies the owners of the property and, besides a legal description, sets forth a size or acreage of the property. A map accurately showing the exterior boundaries of the property also accompanies the application.

The application should show the rental history or income and expense history of the land for commercial agricultural purposes for the last three (3) years. The owners must also request that property be rezoned into an appropriate district. (Resolution No. 80-529, para 1.)

The application is submitted together with a nonrefundable $200.00 fee plus $50.00 for each additional parcel over one under separate ownership (Resolution No. 80-529, para 2.). Within ten (10) days of filing, the Board Clerk forwards the application, together with a

transmittal memo indicating the date received, and whether the application was timely filed, to the Agricultural Preservation Review Committee, consisting of representatives from the Assessor's Office, County Counsel Office, Agricultural Commissioner, and Planning and Building Inspection Department within thirty (30) days. The Committee reports on whether the agricultural preserve is consistent with the general plan. (Government Code Section 51234, Resolution No. 80-529, para 3.)

The application is to restrict land by contract within an agricultural preserve. The agricultural preserve may include several ownerships. To be considered for inclusion in an agricultural preserve, land must have recent history of use primarily for the production of food and fiber for commercial purposes. An application for the establishment of an agricultural preserve will not be considered unless the parcel or group of contiguous parcels to be included in the preserve contains one hundred (100) or more acres (Government Code Section 51230) and shall have had an annual gross income during three (3) of the last five (5) years of not less than eight thousand dollars ($8,000). (Resolution No. 80-529, paragraph 11 (c).)

The Board of Supervisors will consider establishing agricultural preserves of less than one hundred (100) but more than forty (40) acres if it finds that smaller preserves are necessary due to the unique characteristics of the agricultural enterprise. (Resolution No. 80-529, paragraph 11 (c).) For example, specialty crops.

The owner of the land files an application for the establishment of an agricultural preserve and at the same time files an application to enter into an agricultural land conservation contract. This may be in a new agricultural preserve or in the enlargement of an existing preserve.

The Board, by resolution, establishes agricultural preserves and authorizes the Chair of the board to sign all contracts within the preserve. (Resolution No. 80-529; paragraphs 5, 6, 7.) The Board also establishes compatible uses permitted on lands within an established "agricultural preserve" and this list is appended to each contract. (Resolution No. 80-529, paragraph 11 (d).)

What compatible uses are permitted for an Agricultural Preserve Contract

"Compatible use" is defined in the statute, Section 51201 (e) as follows:

"(e) 'Compatible use' is any use determined by the County or City administering the preserve pursuant to Section 51231 or Section 51238 or by this act to be compatible with the agricultural, recreational, or open-space use of land within the preserve and subject to contract. 'Compatible use' includes agricultural use, recreational use or open-space use unless the Board or Council finds after notice and hearing that such use is not compatible with the agricultural, recreational or open space use to which the land is restricted by contract pursuant to this chapter."

The list of compatible uses within Agricultural Preserves approved by the Board follow:

1. The drying, packing or other processing of an agricultural commodity performed on the premises where it is produced.

2. Structures necessary and incidental to the agricultural use of the land.

3. Single family dwellings incidental to the agricultural use of the land for the residence of the owner, and the family of the owner. Single family dwellings incidental to the agricultural use of the land for the residence of the lessee of the land and the family of the lessee.

4. Dwellings for persons employed by owner or lessee and the family of the employee or lessee incidental to the agricultural use of the land.

5. An aircraft landing strip incidental to the agricultural use of the land.

6. The erection, construction, alteration or maintenance of gas, electric, water or communication utility facilities.

7. The erection, construction, alteration or maintenance of radio, television or microwave antennas, transmitters and related facilities.

8. Public or private hunting of wildlife or fishing.

9. Public or private hunting clubs and accessory structures.

10. Public or private rifle and pistol practice range, trap or skeet field, archery range or other similar use.

11. Public or private riding or hiking trails.

12. Removal of natural materials.

13. Disposal site for oil field wastes, provided that any such use shall be made only in accordance with the use permit and other permits issued by the County of Monterey and the California Regional Water Quality Board and such other governmental authority as may have jurisdiction over this use.

"Wastes received (discharged) at the site have been, and will continue to be, limited to petroleum and oil field wastes, such as muds, oily water, tank bottom wastes, and brine waters."

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Attachment G

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EXHIBIT A

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

MICHAEL D. CLING

313 S. MAIN STREET, SUITE D

SALINAS, CA. 93901

2021075528

Stephen L. Vagnini
Monterey County Clerk-Recorder

11/04/2021 02:19 PM

Recorded at the request of:
MICHAEL D. CLING

Titles: 2 Pages: 13

Fees: $221.00
Taxes: $0.00
AMT PAID: $221.00

THIS SPACE FOR RECORDER'S USE ONLY

TITLE OF DOCUMENT

Stipulation and Final Judgment of Partition

Monterey County Superior Court Case No. M-83258
Loren E. Cloninger, et al. v. Ella L. Moran, et al.

Michael D. Cling - #65467
313 S. Main Street, Suite D
Salinas, CA 93901
Phone: (831) 771-2040

Attorney for Plaintiffs

ELECTRONICALLY FILED BY
Superior Court of California,
County of Monterey
On 10/18/2021
By Deputy: Cummings, Lorielle

SUPERIOR COURT OF CALIFORNIA – COUNTY OF MONTEREY
UNLIMITED JURISDICTION

LOREN E. CLONINGER; DEBRA SHORT, Trustee of the Maxine Norma Andersen Revocable Trust UTA dated January 6, 1993; JAMES N. PEDRAZZI and DAVID PEDRAZZI, Co-Trustees of the Generation-Skipping Exemption Trust under the 1990 Agnes Pedrazzi Revocable Trust u/d/t dated April 6, 1990; PEDRAZZI FARM LANDS, L.P.; PEDRAZZI HILL RANCH, L.P. SANDRA ZUCK, a/k/a SANDRA LEE DAY,

Plaintiffs

v.

ELLA L. MORAN, MILTON E. PEDRAZZI and ROBERT P. PEDRAZZI, Co-Trustees of the Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990; ELLA L. MORAN, MILTON E. PEDRAZZI and ROBERT P. PEDRAZZI, Co-Trustees of The Non-Exempt Trust under the 1990 Paul V. Pedrazzi Revocable Trust, u/d/t dated November 21, 1990; ELLA L. MORAN, MILTON E. PEDRAZZI and ROBERT P. PEDRAZZI, Co-Trustees of 1990 Paul V. Pedrazzi Revocable Trust u/d/t dated November 21, 1990; and all persons unknown claiming any interest in the property as Does I through XX, inclusive,

Defendants

_____/

Case No. M-83258

STIPULATION AND FINAL JUDGMENT OF PARTITION

(CCP §§ 872.720(b); 872.810; 873.210; 873.290(c))

MICHAEL D. CLING
ATTORNEY AT LAW
313 MAIN STREET
SUITE D
SALINAS,
CALIFORNIA 93901
(831) 771-2040
(831) 771-2050

Stipulation and Recitals

The parties hereby stipulate and agree as follows:

1. The Court entered a Second Interlocutory Judgment filed on October 5, 2010 ("Second Interlocutory Judgment"). The Second Interlocutory Judgment was appealed by the Defendants with such Second Interlocutory Judgment being affirmed by the Court of Appeal, Sixth Appellate District, with the Remittitur filed with this Court on November 7, 2012.

2. The Second Interlocutory Judgment confirmed, adopted and incorporated the Report of Referee and Recommendation for Interlocutory Judgment of Partition dated July 22, 2009 and the Supplement Report of Referee and Recommendation for Interlocutory Judgment of Partition dated May 13, 2010. Such Second Interlocutory Judgment further ordered the parties to carry out the subdivision of the subject property (Corey Ranch) pursuant to such Referee's recommendation, with the cost of subdivision to be borne by the parties as further ordered by the Court. The Second Interlocutory Judgment further ordered that title to all of the property subject to this action shall be transferred to the parties consistent with such Referee's recommendation upon completion of the subdivision of the Corey Ranch.

3. The subdivision of the Corey Ranch has now been completed and the parcels created by such subdivision are reflected in the Record of Survey recorded on January 21, 2020 at Volume 34 of Surveys, Page 75, Official Records of Monterey County, CA, a copy being attached hereto as Exhibit "A". Unless otherwise indicated, all references to the "Record of Survey" or "ROS" as hereafter set forth shall be to such Record of Survey.

4. Frank Hespe is now the sole Successor Trustee to Milton E. Pedrazzi and Ella L. Moran, Co-Trustees of the 1990 Paul V. Pedrazzi Revocable Trust UTA dated November 21, 1990 by virtue of the Resignation of Co Trustees, Monterey County Superior Court Case No.

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18PR000251. By execution of this document, the parties consent and agree that the pleadings and filings in this case (M-83258) shall reflect that Frank Hespe, as Trustee above referenced, shall be substituted in as the Defendant in this case in the vesting of the interest awarded to Defendants and shall be vested in "Frank Hespe, Trustee of 1990 Paul V. Pedrazzi Revocable Trust UTA dated November 21, 1990."

Judgment

Based upon the above, and based upon the Court's power to transfer title to the properties subject to this action under CCP § 873.290(c), without further consent or execution of any deeds or documents by the parties, the Court hereby makes the following order:

1. The Court confirms to the Plaintiffs their existing two-thirds interest in the properties described in this Paragraph 1 as they are presently held by the Plaintiffs, or any successor(s) to the Plaintiffs;

It is hereby further ordered, adjudged and decreed that the Plaintiffs are hereby awarded, as tenants in common, all of the Defendants' undivided one-third interest in and to the same following properties:

Pedrazzi Home Ranch Farmland, Paul Pedrazzi Residence and Bull Field as described in Exhibit "B" hereto (APN Nos. 167-021-001; 002; 003; 005; 007; 008 and 009; 167-021-019; 020; 021; 022; 023; 167-032-002);
Pedrazzi Home Ranch Lower Hills and Pedrazzi Home Ranch Upper Hills as described in Exhibit "C" hereto:
Corey Ranch Hills Parcel A reflected in the Record of Survey;
Corey Ranch Farmland Parcels D and F reflected in the Record of Survey;
together with a 30 ft. wide road and utility easement contiguous to and along the common boundary of Parcels C and D (15 ft. on each side of such common boundary), which easement shall be appurtenant to and for the benefit of Parcels D and F, all as shown in the Record of Survey.

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2. The Defendant, the 1990 Paul V. Pedrazzi Revocable Trust UTA dated November 21, 1990 is hereby awarded all right, title and interest, i.e. 100% in the following properties:

> Corey Ranch Hills Parcel B reflected in the Record of Survey;
> Corey Ranch Farmland Parcels C and E as reflected in the Record of Survey; together with a 30 ft. wide road and utility easement along the northeasterly boundary of Parcel D as depicted on such Record of Survey, such easement to be appurtenant to and for the benefit of Parcels C and E as depicted on such Record of Survey; and together with a road and utility easement on Parcel D as depicted on the Record of Survey running from River Road in a northeasterly direction 30 ft wide until it reaches the common boundary between Parcels C and D, thence 30 ft wide for the length of such common boundary (15 ft. on each side of such common boundary), such easement to be appurtenant to such Parcels C and E.

In addition, Milton Pedrazzi and Ella Moran are granted an easement in gross on the Upper Hills of the Pedrazzi Home Ranch, as such Upper Hills are described in Exhibit "C" hereto, for recreational purposes. The easement shall terminate as to each of Milton Pedrazzi and Ella Moran upon their respective deaths. This easement in gross is personal to Milton Pedrazzi and Ella Moran and not to be transferred to any third party, nor bequeathed to any third party. The use is limited to them and their guests while such easement holders are physically present. Thus, any third parties utilizing this easement in gross must have either Milton Pedrazzi or Ella Moran present with them on the property at all times.

3. Prorations. From and after the entry of this Final Judgment, the Plaintiffs and Defendant, respectively, shall be solely responsible for any and all real estate taxes and assessments attributable to the properties which they are awarded, prorated as of the date of entry of this Final Judgment, including any taxes due as a result of supplemental assessments based upon change of ownership of the respective properties.

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ATTORNEY AT LAW
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CALIFORNIA 93901
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Likewise, any rents attributable to any of the properties covered by this final Judgment shall be prorated among the respective parties as of the date of entry of this final Judgment.

4. Costs. The Plaintiffs and Defendants shall each bear their own attorney fees and costs.

Should any further referee fees and costs be incurred, the same shall be borne by he parties as the Court may order.

5. Reservation of Jurisdiction. The Court reserves jurisdiction in this case to resolve any issue which relate to the following:

a) Clarification of the Final Judgment so that all parties receive good and marketable title to the properties awarded by this final Judgment.

b) Resolution of any disputes between the parties with respect to proration of real estate taxes and rents: or payment of the referee fees and costs.

c) Allocation of the interests awarded to the Plaintiffs among themselves if they are unable to agree upon the same.

SO ORDERED.

Dated: October 18, 2021

Judge of the Superior Court Marla O. Anderson

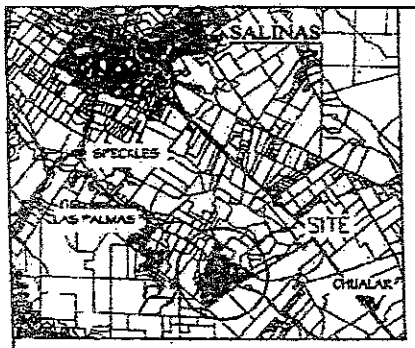
APPROVED AS TO FORM:

Michael D. Cling, Attorney for Plaintiffs

Frank Hespe, Trustee of 1990
Paul V. Pedrazzi Revocable Trust
UTA dated November 21, 1990

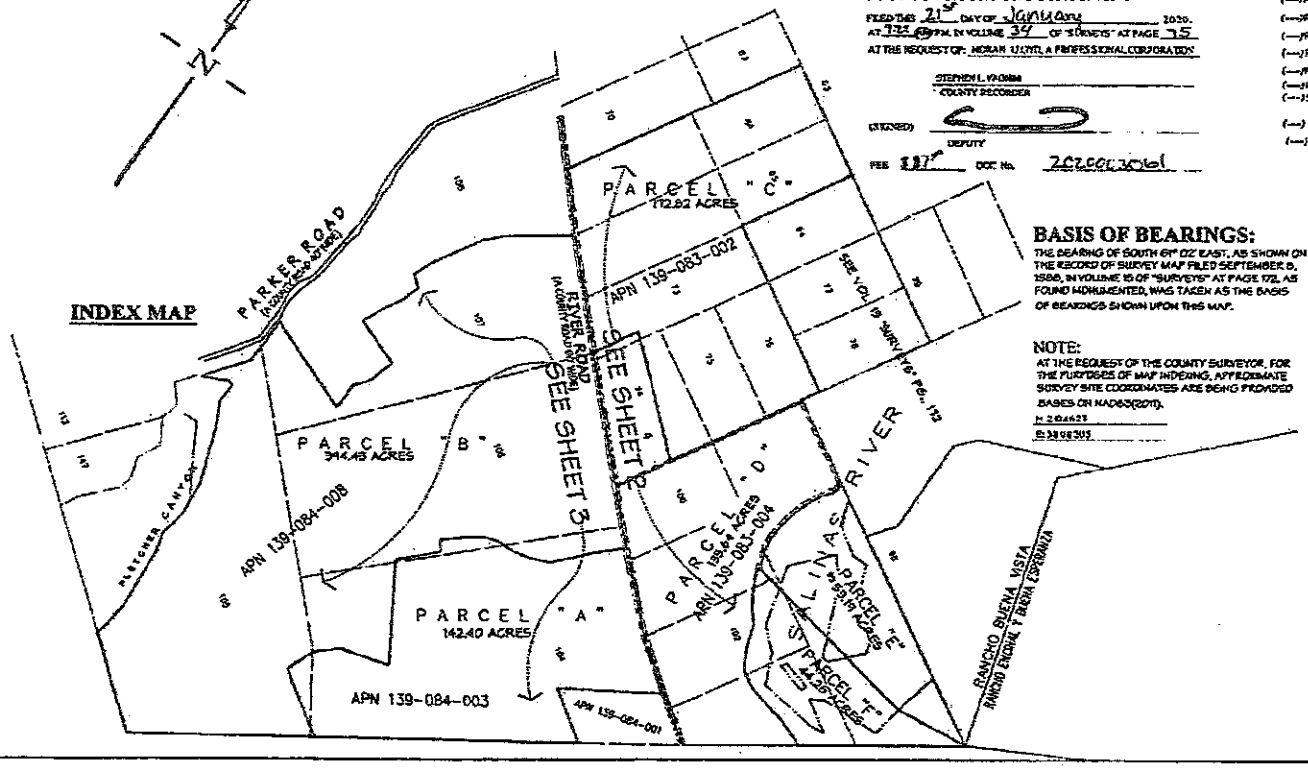
MICHAEL D. CLING
ATTORNEY AT LAW
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SALINAS,
CALIFORNIA 93901
(831) 771-2040
(831) 771-2050

Vol 34 Sur Pg 75



VICINITY MAP
No Scale

INDEX MAP



SURVEYOR'S STATEMENT

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYORS' ACT AT THE REQUEST OF: HORAN / LLOYD, A PROFESSIONAL CORPORATION IN DECEMBER, 2019.

DATED: 1/14/20

(SIGNED) Philip L Peadman

PHILIP L PEADMAN
L.S. No. 4448
LICENSE EXPIRES: 09/30/21

COUNTY SURVEYOR'S STATEMENT

THIS MAP HAS BEEN EXAMINED IN ACCORDANCE WITH SECTION 8766 OF THE PROFESSIONAL LAND SURVEYORS' ACT, THIS 14TH DAY OF January, 2020.

(SIGNED)

MICHAEL R. GOETZ L.S. 5667
COUNTY SURVEYOR

LICENSED LAND SURVEYOR — MICHAEL RICHARD GOETZ — NO. 5667 — STATE OF CALIFORNIA

COUNTY RECORDER'S STATEMENT

FILED THIS 21ST DAY OF January 2020, AT 7:22 PM IN VOLUME 34 OF "SURVEYS" AT PAGE 75

AT THE REQUEST OF: HORAN LLOYD, A PROFESSIONAL CORPORATION

STEPHEN L. VAGNINI
COUNTY RECORDER

(SIGNED)
DEPUTY

FEE $17.00 DOC No. 2020003061

NOTES:

DISTANCES AND DIMENSIONS ARE EXPRESSED FEET AND DECIMALS THEREOF.

LEGEND

THE BORDER LINE SHOWN THUS, _____ INDICATES NEW OR EXISTING PARCEL LINES.

- CONSERVATION & SCENIC EASEMENT BOUNDARY
- OLD LOT LINE
- DENOTES A FOUND MONUMENT AS NOTED
- DENOTES A FOUND COUNTY STANDARD STREET MONUMENT PER VOL. 34 -S- PG. 41
- DENOTES A SET 5/8" STEEL REBAR TAGGED L.S. NO. 4448
- PBR — MAP OR CR WHEN MONUMENT WAS SET.
- N.R.F. — NO REFERENCE FOUND.
- O.S. — ORIGIN SHOWN.
- C.S.E. — CONSERVATION & SCENIC EASEMENT.
- (—) — COURSES AND DISTANCES SHOWN WITHIN PARENTHESES REFER TO RECORD DATA.
- (—)R-2 — DENOTES RECORD DATA PER VOLUME 12 "SURVEYS", PG. 31
- (—)R-3 — DENOTES RECORD DATA PER VOLUME 21 "SURVEYS", PG. 112
- (—)R-4 — DENOTES RECORD DATA PER VOLUME X-3 "SURVEYS", PG. 222
- (—)R-5 — DENOTES RECORD DATA PER VOLUME 12 "SURVEYS", PG. 156
- (—)R-6 — DENOTES RECORD DATA PER VOLUME X-1 "SURVEYS", PG. 41
- (—)R-7 — DENOTES RECORD DATA PER VOLUME 6 "PARCEL MAPS", PG. 94
- (—)R-8 — DENOTES RECORD DATA PER VOLUME 18 "SURVEYS", PG. 172
- (—)R-9 — DENOTES CORNER RECORD DOC. NO. 1400
- (—)R-10 — DENOTES RECORD DATA PER VOLUME 1 "MAPS & GRANTS" (OUTSIDE LANDS), PG. 68
- (—) R-11 — DENOTES RECORD DATA PER VOLUME 34 "SURVEYS" PG. 41
- (—)R-12 — DENOTES RECORD DATA PER DOC. NO 2007047783, 12/05/2007

BASIS OF BEARINGS:

THE BEARING OF SOUTH 69° 02' EAST, AS SHOWN ON THE RECORD OF SURVEY MAP FILED SEPTEMBER 8, 1986, IN VOLUME 15 OF "SURVEYS" AT PAGE 172, AS FOUND MONUMENTED, WAS TAKEN AS THE BASIS OF BEARINGS SHOWN UPON THIS MAP.

NOTE:

AT THE REQUEST OF THE COUNTY SURVEYOR, FOR THE PURPOSES OF MAP INDEXING, APPROXIMATE SURVEY SITE COORDINATES ARE BEING PROVIDED BASED ON NAD83(2011).

N 2046628
E 5898305

PLN 130552

RECORD OF SURVEY

SHOWING THE "JAMES M. PEDRAZZI TRUST, ET AL MINOR SUBDIVISION (PLN-130552) APPROVED BY PLANNING COMMISSION IN AND FOR THE COUNTY OF MONTEREY, STATE OF CALIFORNIA BY RESOLUTION No. 15-002 ON JANUARY 14, 2015, CONSISTING OF THE LANDS DESCRIBED AND LISTED AS "EXHIBIT A" IN THE "AMENDED COMPLAINT FOR PARTITION OF REAL PROPERTY", "CASE No. M53258" FILED IN THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY ON OCTOBER 16, 2007; AND DELINEATED ON THE MAP REPRESENTED HEREWITH BEING DESCRIBED AS: THE AGRICULTURAL SUBDIVISION OF THE "COREY HILLS" - "COREY FARMLANDS" AND "COREY BENCH LANDS" CONSISTING OF LOTS 65, 66, 71, 72, 73, 74, 75, 76, 83, 100, 101, 102, 123 & PORTIONS OF LOTS 104, 105, 106, 107 & 109 AS SAID LOTS ARE SHOWN & SO DELINEATED ON THE MAP ENTITLED "MAP OF SUBDIVISION OF THE RANCHO BUENA VISTA, MONTEREY COUNTY, CALIFORNIA", ETC. FILED MARCH 18, 1889 IN THE OFFICE OF THE COUNTY RECORDER IN VOLUME 1, MAPS & GRANTS, (OUTSIDE LANDS), AT PAGE 65 THEREIN.

PREPARED FOR:
RANCHO BUENA VISTA,
COUNTY OF MONTEREY,
STATE OF CALIFORNIA

PREPARED FOR:
HORAN LLOYD
A PROFESSIONAL CORPORATION

PREPARED BY:
SALINAS VALLEY SURVEYORS, INC.

210 CAPITOL ST., SUITE No.15
SALINAS, CALIFORNIA 93901
PH: (831) 755-2234
E-MAIL: svsurveyor@att.net

SCALE: 1"=800'
DATE: 1/6/2020
SHEET ONE OF THREE

Exhibit A-1

Vol 34 Sur Pg 75

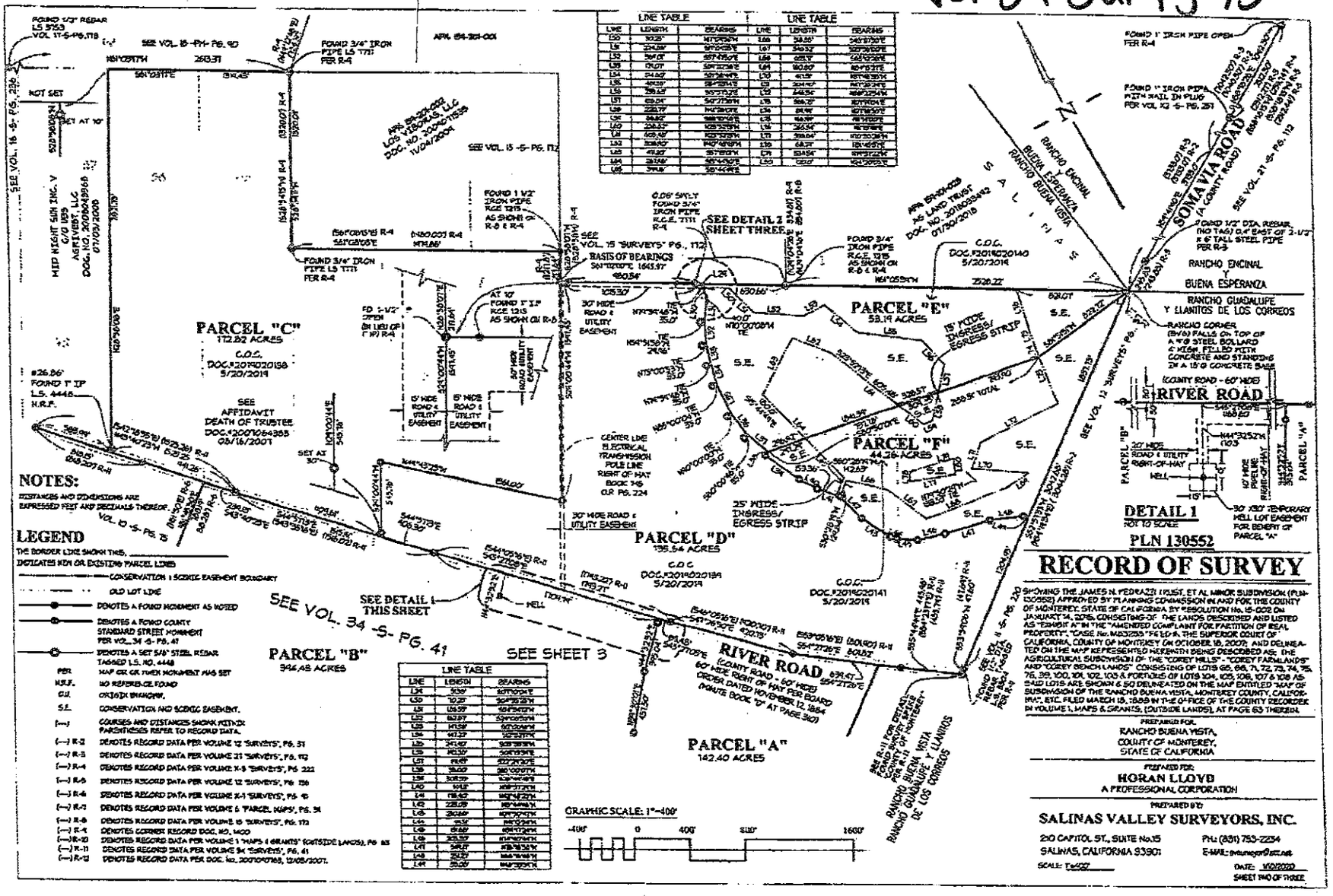


Exhibit A-2

A-3

EXHIBIT B

Pedrazzi Home Ranch Farmland and Paul Pedrazzi Residence and Bull Field

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

A portion of the Guadalupe Rancho, described as Lots 1, 2, 3, 5, 8, 9, and 10, as said lots are shown upon the map of the Partition of the Estate of Harvey Moore, deceased, a copy of which map is attached to the record of the Decree of Partition recorded in Volume 31 of Deeds, Page 510, Monterey County Records.

Excepting from said Lot 1 that portion thereof described as follows:

Beginning at a point on the East side of the Paraiso Springs County Road, on the South side of the Salinas River, said point being at the center of a 20 foot private lane referred to in deed recorded August 31, 1909 in Volume 110 of Deeds, at Page 189, Monterey County Records, where said lane intersects said county road, thence along the center of said lane 41 1/4° West 200 feet, 6 inches; thence at right angles Northerly 189 feet thence at right angles Southwesterly to said county road; thence Southeasterly along the East side of said county road to the place of beginning, comprising 1 acre, more or less, and being a part of the Guadalupe Rancho.

Excepting therefrom that portion of said land more particularly described as follows:

All that part of Lot 10 of the Moore Partition of Lot A of the Guadalupe Rancho, described as follows:

Beginning in center of 20 foot lane on line between Lots 1 and 10 of the Moore Partition, from which the Southeast corner of Lot 1 of said partition bears S. 41° 15' W., 562.2 feet distant; thence S. 51° E., at 10 feet a 4"X 4" post marked B in fence on Southeasterly side of 20 foot lane at 153.0 feet a 4" X 4" post marked A., 277.8 feet to a 4" X 4" post marked K., standing at the N.E. corner of Lot 10 B., and S.W. corner of 10 F., thence N. 22° 13' E., 195.5 feet to a 4" X 4" post marked E., standing on the Northerly side of the private 20 foot lane, said lane to be reserved; thence along the Northerly side of said lane N. 56° 07' W., at 206.6 feet a 4" X 4" post marked C. 216.6 feet to corner of private lane laid out in the Moore Partition; thence down center of said lane S. 41° 15' W., 168.5 feet to place of beginning, containing .86 acres net, not including one half of the lane on the West of the lane on the North, and being Lot 10 E. according to a survey and "Map Showing a Subdivision of Lot 10 of the Moore Partition of 1890 A.D., being a part of Lot A, of the Malarin Partition of February 1873, part of Guadalupe Rancho,Monterey County, California" as surveyed by H. F. Cozzene and W. Daives, Licensed Land Surveyors, Salinas, Cal., in August 1916.

Also excepting the interest of the County of Monterey in County Roads.

PARCEL II:

A portion of the Guadalupe Rancho described as Subdivision 6, of Lot L, as shown upon Map of Partition of a tract of land in adjoining Guadalupe Rancho, as surveyed for Pedrazzi and Co., by Lou G. Hare, Co., surveyor, Monterey Co., Calif., filed July 9, 1913 in Volume 1 of Surveys, Monterey County Records, at Page 79.

Excepting the interest of the County of Monterey in County Roads.

APN: 167-021-001, 167-021-002, 167-021-003, 167-021-005, 167-021-007, 167-021-008, 167-021-019, 167-021-020. 167-021-021. 167-021-022. 167-021-023. and 167-032-002

EXHIBIT B-2

Pedrazzi Home Ranch Farmland and Paul Pedrazzi Residence and Bull Field

PARCEL III:

All that part of Lot 10 of the Moore Partition of Lot A of the Guadalupe Rancho, described as follows:

Beginning in center of 20 foot lane on line between Lots 1 and 10 of the Moore Partition, from which the Southeast corner of Lot 1 of said partition bears S. 41° 15' W., 562.2 feet distant; thence S. 51° E., at 10 feet a 4"X 4" post marked B in fence on Southeasterly side of 20 foot lane at 153.0 feet a 4" X 4" post marked A., 277.8 feet to a 4" X 4" post marked K., standing at the N.E. corner of Lot 10 B., and S.W. corner of 10 F., thence N. 22° 13' E., 195.5 feet to a 4" X 4" post marked E., standing on the Northerly side of the private 20 foot lane, said lane to be reserved; thence along the Northerly side of said lane N. 56° 07' W., at 206.6 feet a 4" X 4" post marked C. 216.6 feet to corner of private lane laid out in the Moore Partition; thence down center of said lane S. 41° 15' W., 168.5 feet to place of beginning, containing .86 acres net, not including one half of the lane on the West of the lane on the North, and being Lot 10 E. according to a survey and "Map Showing a Subdivision of Lot 10 of the Moore Partition of 1890 A.D., being a part of Lot A, of the Malarin Partition of February 1873, part of Guadalupe Rancho, Monterey County, California" as surveyed by H. F. Cozzene and W. Daives, Licensed Land Surveyors, Salinas, Cal., in August 1916.

APN: 167-021-009

EXHIBIT "C"
Pedrazzi Lower and Upper Hills

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA, COUNTY OF MONTEREY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

PARCEL I:

Lower Hills

A portion of the Guadalupe Rancho described as Sub-div. 1 containing 378.92 acres, more or less, as shown upon Map of Partition of a tract of land in adjoining Guadalupe Rancho, as surveyed for Pedrazzi and Co. by Lou G. Hare Co., Surveyor of Monterey Co., Calif., filed July 9, 1913 in Volume 1 of Surveys, at Page 79, Monterey County Records.

Excepting the interest of the County of Monterey in County Roads.

APN: 167-031-003

Upper Hills

PARCEL II:

Lots 2 and 3 of Section 18, Township 16 South, Range 4 East of Mount Diablo Base and Meridian.

APN: 416-461-038

PARCEL III:

East half of Section 23.

Northwest quarter and West half of Southwest quarter of Section 24, all in Township 16 South, Range 3 East, Mount Diablo Base and Meridian.

APN: 416-451-014, 416-451-016

PARCEL IV:

Lot 6, Southwest quarter of Southeast quarter and South half of Southwest quarter of Section 12, in Township 16 South, Range 3 East, Mount Diablo Base and Meridian, Monterey County, California.

APN: 416-441-015

PARCEL V:

The East 1/2 of Section 14 and the West 1/2 of Section 13 in Township 16 South, Range 3 East, M.D.M., in the County of Monterey, State of California, according to the official plat thereof.

APN: 416-441-017

PARCEL VI:

All the Northeast quarter, and the Northwest quarter of the Southeast quarter of Section 13, Township 16 South, Range 3 East, Mount Diablo Base and Meridian.

APN: 416-441-018

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Attachment H

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COUNTY OF MONTEREY

HOUSING AND COMMUNITY DEVELOPMENT

Planning – Building – Housing
1441 Schilling Place, South 2nd Floor
Salinas, California 93901-4527
(831) 755-5025

INITIAL STUDY

BACKGROUND INFORMATION

Project Title:	Pedrazzi James N Trust et al and Pedrazzi Peter N Trust et al
File No.:	PLN210158
Project Location:	800 and 808 River Road, Salinas, Toro Area Plan
Name of Property Owner:	Pedrazzi James N Trust et al
Name of Applicant:	David Pedrazzi
Assessor's Parcel Number(s):	167-031-003-000, 416-461-037-000, and 416-441-015-000
Acreage of Property:	378.19-acre parcel, 38.54-acre parcel, and 5.76-acre parcel (422.49 acres total) under Williamson Act Contract
General Plan Designation:	Permanent Grazing, 10-160 Acre Minimum
Zoning District:	F/40-D, PG/40-D, and PG/40-VS
Lead Agency:	County of Monterey Housing and Community Development (HCD-Planning)
Prepared By:	Kayla Nelson, Associate Planner
Date Prepared:	April 2025
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II. DESCRIPTION OF PROJECT AND ENVIRONMENTAL SETTING

A. Description of Project: The Pedrazzi project (HCD-Planning File No. PLN210158) proposes to subdivide three (3) legal lots of record (totaling approximately 423 acres) into six (6) parcels ranging in size from approximately 11 to 174 acres each, zoned as Permanent Grazing with a 40-acre minimum and Farmland 40-acre minimum with a Design Control and Visually Sensitive overly or "F/40-D, PG/40-D, and PG/40-VS". This agricultural subdivision includes no changes to the existing land/agricultural uses or development of structures.

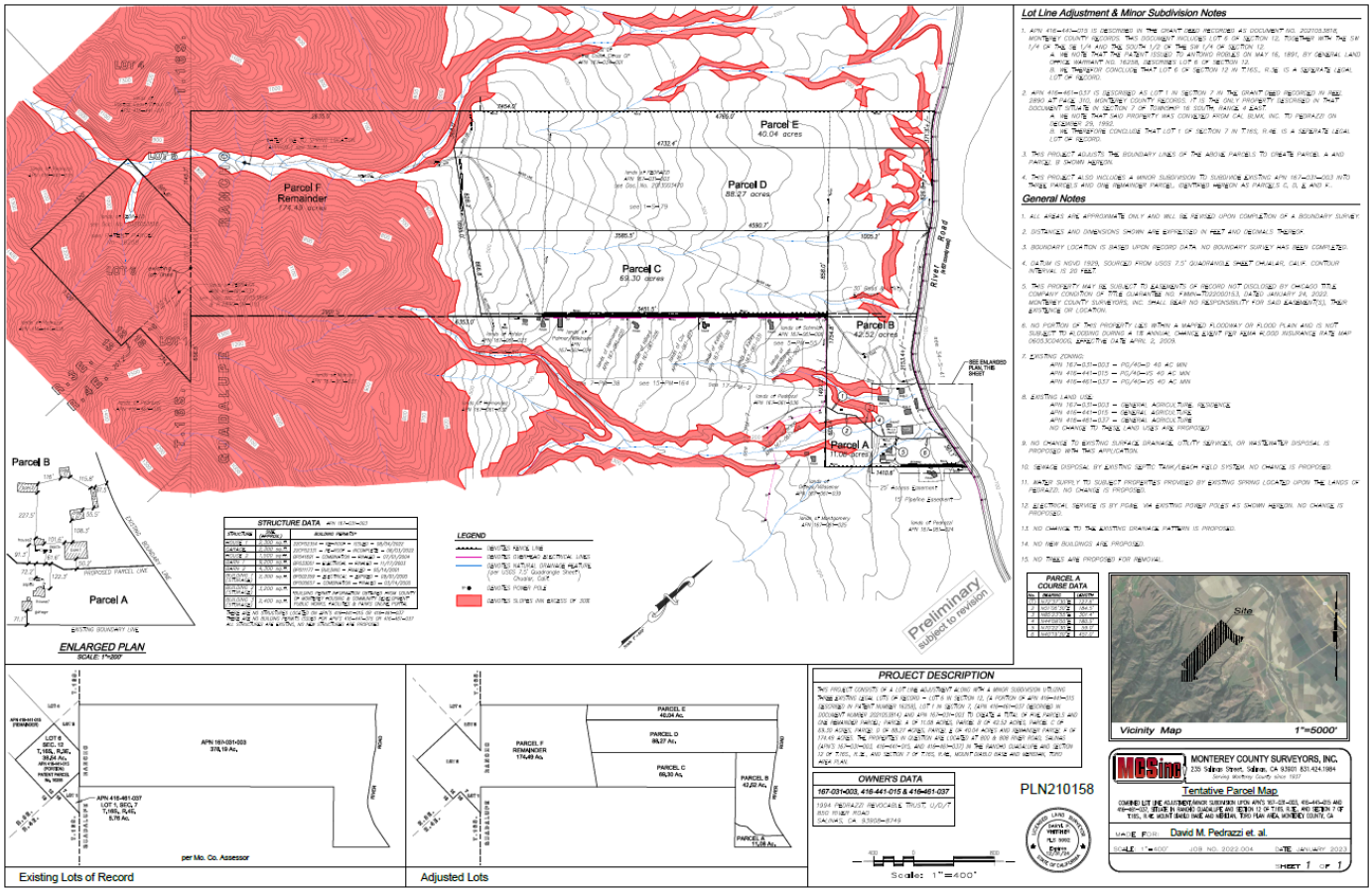
The properties are located at 800 and 808 River Road, Salinas (Assessor's Parcel Numbers: 167-031-003-000, 416-461-037-000, and 416-441-015-000), Toro Area Plan.

The applicant submitted an initial application package on June 21, 2021; requesting a Standard Subdivision Tentative Map for division of three parcels consisting of a 378.19-acre parcel, a 38.54-acre parcel, and a 5.76-acre parcel all under Williamson Act Contract (Board of Supervisors Resolution No. 73-34-12, Agricultural Preserve Contract No. 73-12) into six parcels ranging from 11.08 to 174.49 acres (see Figure 1 – Site Plan and Vicinity Map):

1. Parcel A - 11.08 acres,
2. Parcel B - 42.52 acres,
3. Parcel C - 69.30 acres,
4. Parcel D - 88.27 acres,
5. Parcel E - 40.04 acres; and
6. Remainder Parcel F -174.49 acres

(All parcels are currently and are proposed to remain under an amended Williamson Act Contract.)

FIGURE 1 – SITE PLAN AND VICINITY MAP



B. Surrounding Land Uses and Environmental Setting: The approximately 423 acres are located off River Road in the Toro Area Plan within Monterey County. The topography of the three parcels ranges from flat and slightly sloped grazing land to heavily steep slopes exceeding 30 percent (see Figure 1 – Site Plan). Existing structural development includes an approximately 2,300 square foot single family dwelling (House 1) with a 2,300 square foot detached garage, a 1,500 square foot single family dwelling (House 2), a 9,200 square foot barn (Barn 1), a 4,300 square foot barn (Barn 2), a 2,300 square foot storage building (Building 1), a 3,200 square foot storage building (Building 2), and 2,400 square foot storage building (Building 3). The land consists of oak woodland and grassland, which are utilized for cattle grazing. Additionally, the property is under Williamson Act Contract which restricts the land from development (Board of Supervisors Resolution No. 73-34-12, Agricultural Preserve Contract No. 73-12).

C. Other public agencies whose approval is required: Subsequent to approval of the required discretionary permit (entitlement) identified above in Section A, the Applicant would not require other approvals from agencies outside the County of Monterey. Condition compliance would include a requirement for deed restrictions and an amended Williamson Act contract.

D. Application Background: The lands proposed for subdivision were court-ordered to be subdivided on March 29, 2013. The Order resulted from a judicial partition action filed by one of the owners. The subject property, comprised of ranchlands, farmlands, and potential farmlands, was ordered to be subdivided in response to the judicial partition action. The sole purpose of the partition and this proposed subdivision is to separate ownership of the lands. The court's order does not contemplate nor authorize an application by the court-appointed Referee for any change in existing use or intensification of existing use. Should any of the owners desire to change or intensify uses in the future, they would need to independently apply for the appropriate entitlement(s) following the completion of the subdivision.

III. PROJECT CONSISTENCY WITH OTHER APPLICABLE LOCAL AND STATE PLANS AND MANDATED LAWS

Use the list below to indicate plans applicable to the project and verify their consistency or non-consistency with project implementation.

General Plan/Area Plan	☒	Air Quality Mgmt. Plan	☒
Specific Plan	☐	Airport Land Use Plans	☐
Water Quality Control Plan	☒	Local Coastal Program-LUP	☐

General Plan/Area Plan. *The project was initially deemed inconsistent however, application of an existing County General Plan Agricultural Wine Corridor Plan policy allows the project to come into conformance.*

The proposed agricultural subdivision was reviewed for consistency with the 2010 Monterey County General Plan, Toro Area Plan, and the Monterey County Code (MCC) Title 21 Zoning Ordinance. The project consists of subdividing agricultural land for continued agricultural purposes within Farmland and Permanent Grazing with a minimum 40-acre zoning district. The proposed lots range in size from approximately 11 to 88 acres, with a 175-acre remainder parcel, and the project would not involve any new structural development. Staff reviewed the project and found the proposed 11.08-acre Parcel A inconsistent with the underlying zoning and land use regulations for the minimum 40-acre lot size. Although the proposed subdivision stems from a court-ordered partition, California Statute does not give courts the authority to invalidate local zoning laws in a partition action.

Application of the Agricultural Wine Corridor Policy. The 2010 General Plan Land Use Policy LU-3.1 defines Farmlands and Permanent Grazing as a 40 to 160-acre minimum lot size. However, the property is also located within the Central/Arroyo Seco/River Road segment of the Agricultural and Winery Corridor Plan (AWCP).

Pursuant to AWCP development standards, AWCP Policy 3.5 allows an exception for subdivision of land to a minimum of 5 acres (in zones requiring minimum larger lot sizes), subject to meeting strict AWCP requirements.

Staff reviewed the project in relation to the AWCP and found proposed Parcel A's size (approximately 11 acres) to be consistent with the AWCP's overall intent for development of agricultural and winery-related uses within specific County areas. Applying mitigated Conditions of Approval to the project addressing the AWCP, a recommendation can be made for approval of the proposed subdivision, including the 11-acre Parcel A. See Sections IV.2 (Agriculture and Forest Resources) and IV.11 (Land Use and Planning) below for additional analysis regarding consistency with this Policy.

Furthermore, the existing parcels are currently under Williamson Act Contract (Board of Supervisors Resolution No. 73-34-12, Agricultural Preserve Contract No. 73-12), which would allow continued agricultural use under an amended contract.

The project was referred to the Monterey County Agricultural Advisory Committee (AAC) (Pursuant to General Plan Policy AG-1.8) because the proposed subdivision consists of agricultural land requiring a discretionary permit. On August 24, 2023, the AAC reviewed the project and unanimously recommended approval to the decision-making body.

The project was referred to the Toro Land Use Advisory Committee (LUAC) because the project requires a public hearing by the Planning Commission for approval. On October 23, 2023, the LUAC reviewed the project and unanimously recommended the project as proposed without any public concerns.

County staff reviewed the project plans and visited the site to analyze possible development alternatives. The proposed lots have also been reviewed for consistency with the design/development standards listed in MCC Section 19.10, Title 19, Subdivision Inland Ordinance.

Initially, the subdivision proposal was found to be inconsistent with the land use categories, policies, and standards of the plans and ordinances identified above. See Sections IV and VI below for additional information regarding policy consistency. Given the analysis under AWCP, the project is now determined to be **CONSISTENT.**

Air Quality Management Plan. The applicable Air Quality Management Plan (AQMP) addresses the attainment and maintenance of state and federal ambient air quality standards within the North Central Coast Air Basin (NCCAB). The Monterey Bay Unified Air Pollution Control District (MBUAPCD) incorporates the Association of Monterey Bay Area Governments (AMBAG) population and housing forecasts in its preparation of regional air quality plans, and consistency of a project with the regional population and employment forecast would result in consistency of the project with the applicable AQMP. AMBAG prepares new population and employment forecasts for the tri-county areas approximately every 3-4 years. The tri-county area includes San Benito, Monterey and Santa Cruz counties. These forecasts provide a common planning base for the regional air quality management plan, regional transportation plans, regional water quality improvement plans, and other regional planning programs. The current AMBAG forecast, air quality guidelines, and AQMP are the following: 2022 Regional Growth Forecast, adopted by AMBAG on June 15, 2022 [(also known as the Regional Growth Forecast for Population, Housing, and Employment (2022)]; California Environmental Quality Act (CEQA) Air Quality Guidelines, Monterey Bay Unified Air Pollution Control District, Revised February 2008; and the 2012-2015 Triennial Plan Revision to the *2008 Air Quality Management Plan for the Monterey Bay Region*, adopted March 15, 2017. Section IV.3 of this Initial Study (Air Quality) discusses whether this particular project conflicts or obstructs implementation of air quality plans, violates any standard or contributes to air quality violations, results in cumulative non–attainment of ambient air quality standards, exposes sensitive receptors to pollutant concentrations or creates objectionable odors affecting many people. Based on the county's population information and land use categories, pending, and approved projects, the proposed project is considered consistent with AMBAG'S 2022 Regional Growth Forecast. The

proposed project would not increase the population of the area nor generate additional permanent vehicle trips. Therefore, the proposal would not alter any population or housing forecasts, also making the proposed project consistent with the applicable AQMP. **CONSISTENT**

Water Quality Control Plan. The project is consistent with the 2010 General Plan and AMBAG'S 2022 regional population and employment forecast. The Regional Water Quality Control Board (RWQCB) incorporates these documents in its preparation of regional water quality plans; therefore, the proposed project is consistent with the Regional Water Quality Control Plan. Section IV.10. (Hydrology and Water Quality) discusses whether this project violates any water quality standards or waste discharge requirements, substantially depletes groundwater supplies or interferes substantially with groundwater recharge, substantially alters the existing drainage pattern of the site or area or creates or contributes runoff water which would exceed the capacity of existing or planned stormwater drainage. **CONSISTENT**

IV. ENVIRONMENTAL FACTORS POTENTIALLY AFFECTED AND DETERMINATION

A. FACTORS

The environmental factors checked below would be potentially affected by this project, as discussed within the checklist on the following pages.

☐ Aesthetics	☒ Agriculture and Forest Resources	☐ Air Quality
☐ Biological Resources	☐ Cultural Resources	☐ Energy
☐ Geology/Soils	☐ Greenhouse Gas Emissions	☐ Hazards/Hazardous Materials
☒ Hydrology/Water Quality	☒ Land Use/Planning	☐ Mineral Resources
☐ Noise	☒ Population/Housing	☐ Public Services
☐ Recreation	☐ Transportation/Traffic	☐ Tribal Cultural Resources
☒ Utilities/Service Systems	☐ Wildfires	☒ Mandatory Findings of Significance

Some proposed applications that are not exempt from CEQA review may have little or no potential for adverse environmental impact related to most of the topics in the Environmental Checklist; and/or potential impacts may involve only a few limited subject areas. These types of projects are generally minor in scope, located in a non-sensitive environment, and are easily identifiable and without public controversy. For the environmental issue areas where there is no potential for significant environmental impact (and not checked above), the following finding can be made using the project description, environmental setting, or other information as supporting evidence.

☐ Check here if this finding is not applicable

FINDING: For the above-referenced topics that are not checked off, there is no potential for significant environmental impact to occur from either construction, operation or maintenance of the proposed project and no further discussion in the Environmental Checklist is necessary.

EVIDENCE: Due to prior disturbance of the site from agricultural activities, and no construction associated with the subdivision proposal, many of the above topics

on the checklist do not apply. No impacts are identified for aesthetics, air quality, biological resources, cultural resources, energy, geology/soils, greenhouse gas emissions, hazards/hazardous materials, noise, public services, recreation, transportation/traffic, and wildfires.

The subdivision of this agricultural land into five parcels and a remainder parcel of no less than 40 acres each could result in up to 15 future residences under the Farmland or "F/40" and Permanent Grazing or "PG/40" zoning classifications for parcels under individual ownership without a Williamson Act Contract (see Figure 2 - Zoning).

However, the Williamson Act allows only three single family dwellings per contract. Parcel A, approximately 11.08 acres, is currently zoned F/40. Parcel A does not conform to the required 40-acre minimum, but this parcel is already developed with a single family dwelling accessory to the existing agricultural use. Parcel A will remain under an amended Williamson Act Contract.

This land division was the result of a Monterey County Superior Court Partition action. The court, in the past few years, have considered two separate subdivisions of the Pedrazzi family-owned and operated agricultural lands. The first action being the consisting prime farmland for row crops northeast of River Road (Planning Commission Resolution No. 15-002, HCD-Planning File No. PLN130552), and the second action, of cattle grazing land southwest of River Road, the subject of this Initial Study (HCD-Planning File No. PLN210158).

Six family members are receiving their share of land from the two subdivisions through this partition. Non-conforming Parcel A includes the residence of one family member, providing the reasoning behind the 11-acre size of Parcel A.

Additionally, two of the three existing parcels (38.54-acre parcel and 5.76-acre parcel) are non-conforming to the underlying zoning. This subdivision will create parcels closer in conformance to the underlying zoning (Parcel A, 11.08 acres and Parcel E, 40.04 acres). A third, adjacent area (proposed Parcel B) is split-zoned F/40 and PG/40; Parcel B also includes an existing single family dwelling and accessory structures related to the agricultural use of the land.

This new Parcel B, will be approximately 42.5 acres in size, conforming to the existing zoning. Other parcels are planned to be 69.3 acres (Parcel C), 88.3 acres (Parcel D), and 40.04 acres (Parcel E).

The largest parcel is a 175-acre remainder parcel (Parcel F). Parcels C through F are used for cattle grazing.

All lands within the proposed subdivision are currently under a Williamson Act Contract. All parcels A-F are intended to remain under the existing Williamson Act Contract (with any required amendments to the Contract).

Speculation regarding future development potential is considered inconsequential to the environmental analysis because:

a) No such development is proposed and is not necessarily foreseeable. The intent and objective of the proposed agricultural subdivision are to divide the property for estate settlement purposes. There is no proposal to change the existing agricultural use of the property. Proposed Parcels A and B which include two single family dwellings will remain under the amended Williamson Act Contract and are considered accessory to the existing agricultural operation.
b) Forty-acre minimum parcels are a size recognized by the County of Monterey as large enough to preserve and maintain agriculture in the County, while minimizing impacts to urban service systems. Forty-acre minimums presume continued agricultural use of the land. Allowable residential development is considered accessory to the agricultural use in Farmland or "F" and Permanent Grazing or "PG" zoning districts. "F" and "PG" districts support neither urban densities nor associated urban impacts.
c) Any specific proposals for future residential uses on the resulting parcels will require rigorous site-specific environmental review, where a meaningful evaluation of potential impacts could be made. Typical impacts of rural development at this density involve water wells and wastewater systems, both of which are regulated by state law as well as county standards.

Bases for the "No Impact" conclusions are stated below:

1. Aesthetics. The project proposal consists of subdividing agricultural land for continued agricultural purposes and would not alter the physical appearance of the landscape. The proposed lots would range in size from approximately 11 to 88 acres, with a 175-acre remainder parcel, and the proposal involves no new structural development. The existing visual character would remain unchanged as a result of this project, or what is allowed under the current conditions and zoning. Although the project increases the potential for residential development, the development of up to three main dwelling units would be allowed only if \ associated with the commercial agricultural use of the site. In addition, an existing Williamson Act Contract would also limit incompatible land uses (see also Sections IV.2 and IV.11 resources). The proposed subdivision is not intended for urban densities, and therefore will not degrade existing visual character or create any new sources of light or glare. (Source: IX.1, 2, 6, 7)

2. Agriculture and Forest Resources. See Section VI.2.

3. Air Quality. The project will not conflict with or obstruct the implementation of an applicable air quality plan or guidelines. The project is consistent with the 2010 Monterey County General Plan, the Toro Area Plan, the Monterey Bay Unified Air Pollution Control District (MBUAPCD) CEQA Air Quality Guidelines, and the 2012-2015 Triennial Plan Revision to the 2008 Air Quality Management Plan for the Monterey Bay Region. The project does not propose the construction of any structures; therefore, this project results in no impact on the implementation of the air quality management plan

and would result in no changes to the population. No significant traffic-related air quality thresholds will be met, and no violations will occur as a result of this subdivision, either cumulatively or individually. The project would not result in any construction-related air quality impacts, and the land is proposed to remain in agricultural use. The project would not create objectionable odors affecting a substantial number of people or expose sensitive receptors to substantial pollutant concentrations. As such, the project would not result in a net increase of any criteria pollutant for which the project region is in non-attainment under applicable federal or state ambient air quality standards. (Source: IX.1, 2, 5, 6)

4. Biological Resources. Current agricultural uses on the property include grazing activities on approximately 423 acres southwest of River Road. The proposed subdivision involves no tree removal, no structural development (e.g., demolition or construction), and no clearing and/or grading. Therefore, as proposed, the project would not have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive or special-status species, or have a substantial adverse effect on any riparian habitat or other sensitive natural community. Any future development proposal would require review and evaluation of potential impacts to biological resources. As proposed, the project would have no impact on biological resources. (Source: IX.1, 2, 4, 6, 7)

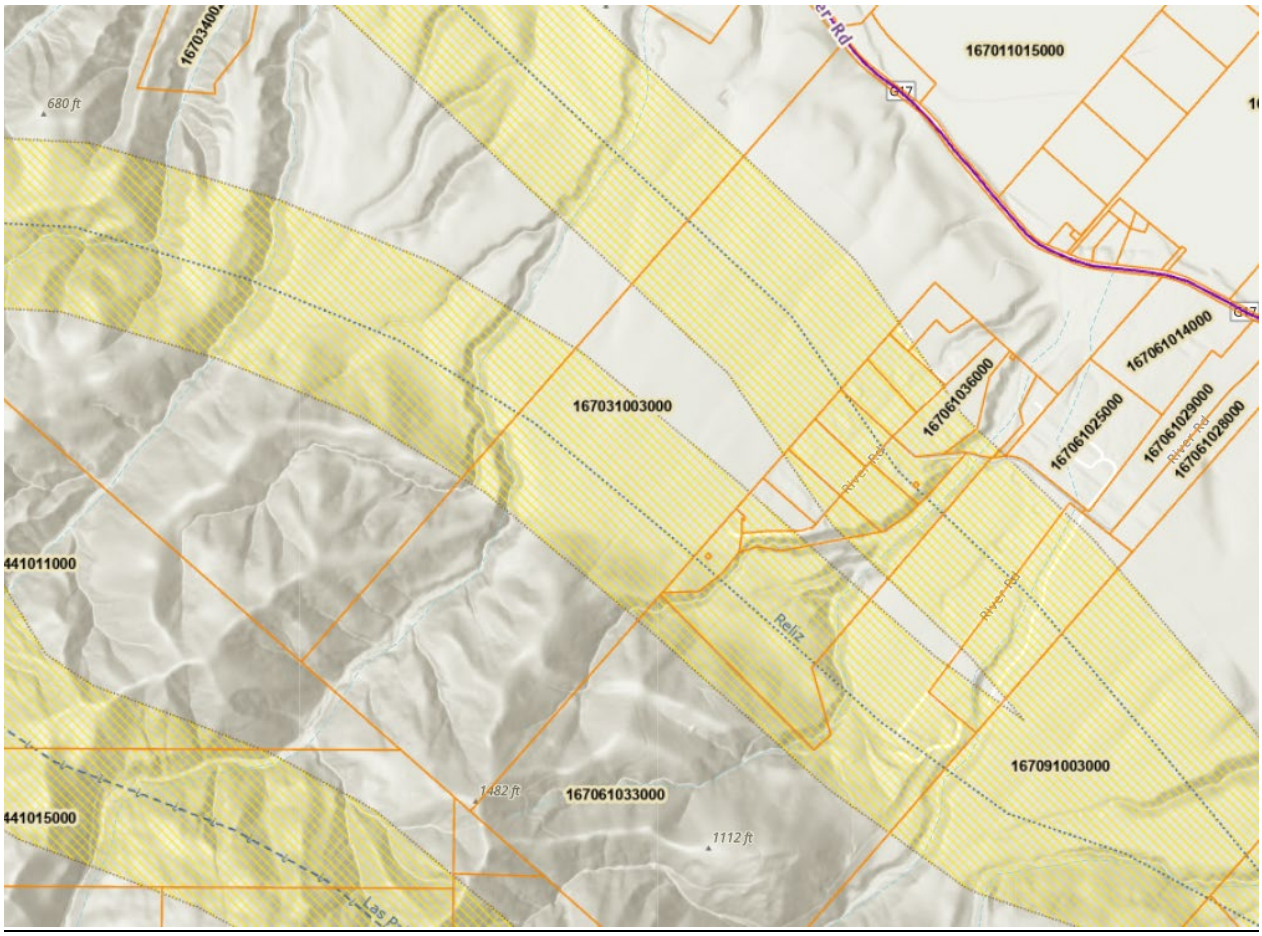
5. Cultural Resources. The project would not cause any change in a significant historical or cultural resource, directly or indirectly destroy a unique paleontological resource, or disturb any human remains. The project site is in an area identified in County records as having a moderate archaeological sensitivity and is not within an existing cultural resources buffer zone. Approximately ninety percent of the property is already extensively under a grazing operation. No changes or modifications are proposed to the existing structures or agricultural uses. The project, as proposed, will have no impacts related to historic or prehistoric cultural resources, paleontological resources, or a unique geologic feature, nor will it disturb any human remains. (Source: IX.1, 6)

6. Energy. The project site is served by Pacific Gas & Electric (PG&E) through an existing connection via power lines along River Road. The agricultural subdivision does not propose any new structures or expansion of the existing agricultural operation. Therefore, the project would not result in potentially significant environmental impacts due to wasteful, inefficient, or unnecessary consumption of energy resources and would not conflict with a state or local plan for renewable energy due to current baseline conditions. (Source: IX.1, 2, 4, 6)

7. Geology/Soils. According to the County's Geographic Information System (GIS) database, the project area has a low risk for landslides and a low risk for liquefaction. However, the majority of the project area has a moderate to high risk of erosion with a variable erosion hazard along River Road. The database identifies the seismic nature of the site to be at risk-level V, with a risk-level III for proposed Parcel F, and an undetermined risk-level traversing through the rest of the property.

The Reliz fault and 660-foot fault buffer traverse the center of the property with the Las Palmas fault crossing through the rear of the property (see Figure 3 – Fault Zones). Although the project site would be exposed to ground-shaking from any of the faults that traverse Monterey County, the project does not propose any new structural development and would not place persons at additional risk of hazards. Therefore, the project would not result in impacts on geology and soils regarding landslides, liquefaction, expansive soils, erosion, or disposal of wastewater. See also Section VI.14 (Population and Housing) regarding the Monterey County Environmental Health Bureau (EHB) requirement for a deed restriction to inform any potential buyer (or future owner) that wastewater feasibility must be demonstrated prior to any structural development beyond that required for the existing agricultural operations. (Source: IX.1, 2, 6)

FIGURE 3 – FAULT ZONES



8. Greenhouse Gas Emissions. The proposed project would not create any new air/pollutant emissions beyond those associated with current agricultural uses established on the property. Therefore, the project would not conflict with any local or state greenhouse gas (GHG) plans or goals, would not result in a net increase of greenhouse gas emissions, either directly or indirectly, and would not create any new impacts on GHG emissions. (Source: IX.1, 2, 5)

9. Hazards/Hazardous Materials. The project does not propose any change to the existing agricultural uses, so it does not propose any additional transportation, use, or disposal of hazardous materials that would constitute a threat of explosion or other significant release of materials that would pose a threat to neighboring properties above the existing baseline agricultural uses. Pesticides, herbicides, and fertilizers have likely been used on the site for ongoing agricultural operations; however, the use of such products is consistent with commercial agriculture, and the proposed subdivision will not conflict with such use or result in any hazardous material conflicts above the existing baseline condition. The proposed project would not involve stationary operations, create hazardous emissions, or handling of hazardous materials. The site is not included on a list of hazardous materials sites, and the site location would have no impact on emergency response or emergency evacuation. The site is not located within two miles of an airport or airstrip. Although portions of the parcel are identified in County records as having a high and very high fire risk, the project does not propose any new structural development. Therefore, the project would not expose people or structures to a significant risk of loss, injury, or death involving wildfires. Additionally, the project would not result in impacts from hazards or hazardous materials. (Source: IX.1, 2, 4, 6, 7)

10. Hydrology/Water Quality. See Section VI.10.

11. Land Use and Planning. See Section VI.11.

12. Mineral Resources. The project site has no known significant mineral resources; therefore, no mineral resources would be affected by the proposed agricultural subdivision. (Source: IX.1, 2, 6)

13. Noise. The project does not propose to change the existing agricultural uses of the property, it would not expose the surrounding properties to additional noise levels that exceed County standards, nor result in vibration from construction activity. The project would not result in an increase to permanent or temporary ambient noise levels. Additionally, the project site is not located in the vicinity of an airport or private airstrip. The project, as proposed, would not result in any noise impacts. (Source: IX.1, 2, 4, 6)

14. Population/Housing. See Section VI.14.

15. Public Services. The project involves the subdivision of agricultural lands and does not propose any change in the agricultural uses served by existing services and utilities following the subdivision. The project would have no measurable effect on existing public services and would not require expansion of any services to serve the project. As proposed, the project would have no substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times, or other performance objectives for any of the public services. Emergency response is provided by the Monterey Regional Fire Protection District and the Monterey County Sheriff's Department. The County departments and/or service providers who reviewed the project application did not identify any impacts and

applied standard Conditions of Approval as necessary. Therefore, the project would not result in additional impacts on public services. (Source: IX.1, 2, 6, 7)

16. Recreation. Based on the review of County records and a Housing and Community Development (HCD-Planning) staff site visit on February 13, 2024, the proposed project does not include any new development that would increase the use of existing recreational facilities causing substantial physical deterioration, nor create any demand for the construction of new recreation facilities. No parks, trail easements, or other recreational opportunities would be adversely impacted by the proposed project. Therefore, the proposed project would have no impacts related to recreation. However, per the Monterey County Subdivision Ordinance, Inland (Title 19), Section 19.12.010, the project would be required to either dedicate land, pay a standard in-lieu fee, or both for recreation requirements pursuant to Condition of Approval No. 23 – Recreation Land Dedication or In-Lieu Fee. (Source: IX.1, 2, 3)

17. Transportation/Traffic. The proposed agricultural subdivision involves the creation of six new parcels located on a relatively low-traffic county road. However, the project does not involve any new structural development or uses that would generate new traffic or increase the number of vehicle trips above the existing baseline (i.e., no change in roadway level of service is anticipated). The roadways in the immediate area are not at degraded levels of service, and the proposed project would not cause any roadway or intersection level of service to be degraded. The project would also not result in a change to air traffic patterns. Access to the proposed parcels would remain unchanged, so the subdivision would not increase hazards due to a design feature (e.g., there are no sharp curves or dangerous intersections near the project site), nor exacerbate any conflicts due to incompatible uses (i.e., the site is zoned for farming and grazing uses and the continued use of existing farm equipment/vehicles). The proposed subdivision would not impact emergency access, nor would it result in inadequate parking. The project also would not conflict with adopted policies, plans, or programs supporting alternative transportation (e.g.; public transit, bicycle, or pedestrian facilities), or otherwise decrease the performance or safety of such facilities. Therefore, the proposed project would have no new impacts related to transportation or traffic. (Source: IX.1, 2, 3, 6, 7)

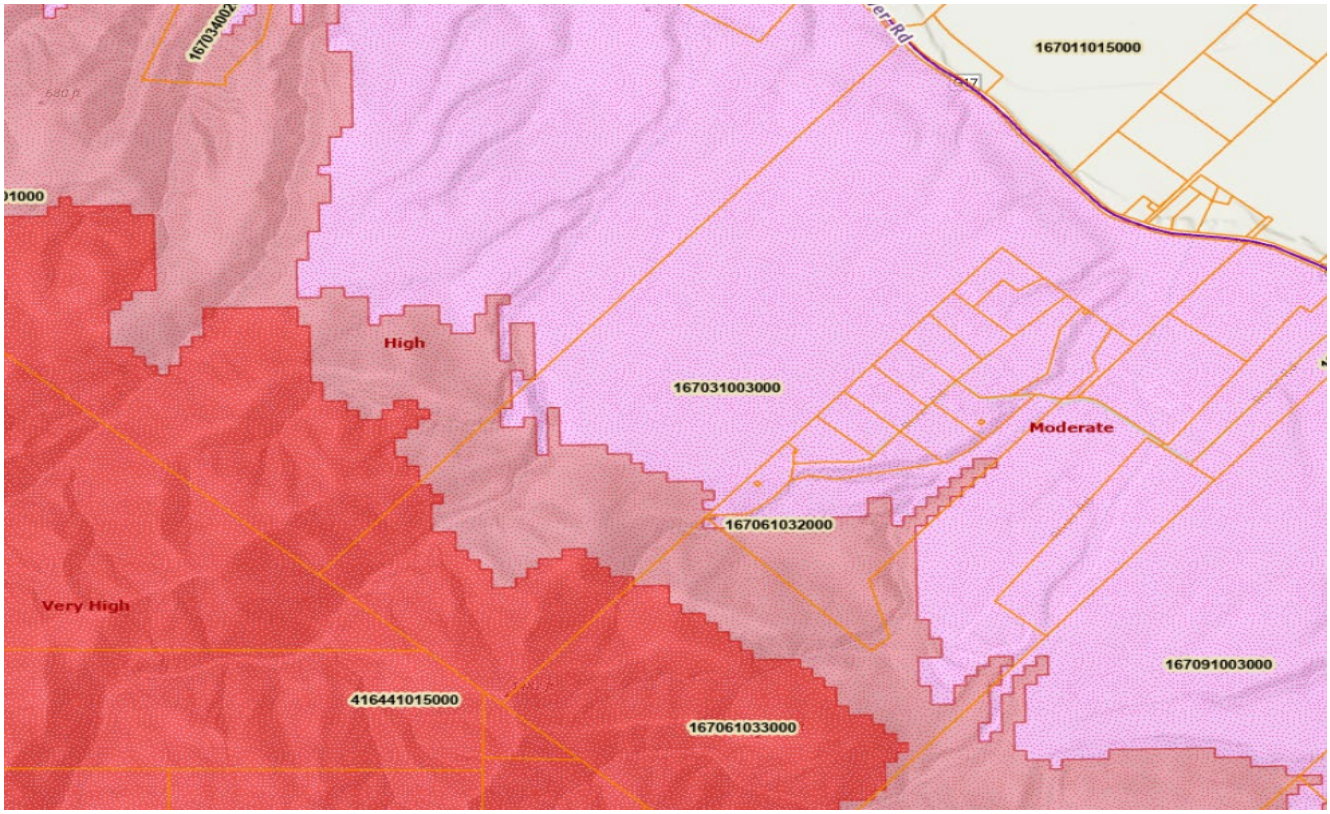
18. Tribal Cultural Resources. California Assembly Bill ("AB") 52, in effect since July 2015, provides CEQA protections for tribal cultural resources. All lead agencies approving projects under CEQA are required, if formally requested by a culturally affiliated California Native American Tribe, to consult with such tribe regarding the potential impact of a project on tribal cultural resources before releasing an environmental document. Under California Public Resources Code Section 21074, tribal cultural resources include site features, places, cultural landscapes, sacred places, or objects that are of cultural value to a tribe and that are eligible for or listed on the California Register of Historic Resources or a local historic register, or that the lead agency has determined to be of significant tribal cultural value. The information contained in this discussion is supplemented with additional information provided by Native American representatives as part of the Tribal consultation process undertaken by the County of Monterey in accordance with AB 52. On May 10, 2024, the Ohlone/Costanoan-Esselen Nation (OCEN) was formally notified. Then, on May 14, 2024, representatives of the OCEN had

a formal consultation with County staff regarding the project. During the consultation, OCEN expressed no issues with the proposed agricultural subdivision since the land is under a Williamson Act Contract and no new development is proposed at this time. If development is to occur in the future, a site-specific archaeological report would be required in addition to obtaining discretionary permit(s) from HCD-Planning. (Source: IX.1, 2, 3, 4, 6)

19. Utilities/Service Systems. See Section VI.19.

20. Wildfire. The proposed agricultural subdivision is located predominantly in a Moderate Fire Hazard Zone within the State Responsibility Area. Two portions of the property are within the High and Very High Fire Hazard Zones where the parcel slopes toward Mount Toro, which is a known historical fire area (See Figure 4 – Fire Hazard Zones). The Monterey County Regional Fire Protection District provides fire protection services to the project site and has a station approximately 11 miles away off Highway 68 on Portola Drive. The area surrounding the project contains mostly grazing and agricultural uses. The project does not propose any development other than the court-ordered subdivision of land in response to the judicial partition action. The sole purpose of the partition and this proposed subdivision is to separate the ownership of this land. Therefore, the proposed project would not result in any new wildfire-related impacts. (Source: IX.1, 2, 3, 4, 6, 7)

FIGURE 4 – FIRE HAZARD ZONES



B. DETERMINATION

On the basis of this initial evaluation:

☐ I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

☒ I find that although the proposed project could have a significant effect on the environment there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.

☐ I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.

☐ I find that the proposed project MAY have a "potentially significant impact" or "potentially significant unless mitigated" impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.

☐ I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Kayla Nelson	April 11, 2025
Signature	Date
Kayla Nelson	*Associate Planner*

V. EVALUATION OF ENVIRONMENTAL IMPACTS

1) A brief explanation is required for all answers except "No Impact" answers that are adequately supported by the information sources a lead agency cites in the parentheses following each question. A "No Impact" answer is adequately supported if the referenced information sources show that the impact simply does not apply to projects like the one involved (e.g., the project falls outside a fault rupture zone). A "No Impact" answer should be explained where it is based on project-specific factors as well as general standards (e.g., the project will not expose sensitive receptors to pollutants, based on project-specific screening analysis).

2) All answers must take into account the whole action involved, including offsite as well as onsite, cumulative as well as project-level, indirect as well as direct, and construction as well as operational impacts.

3) Once the lead agency has determined that a particular physical impact may occur, then the checklist answers must indicate whether the impact is potentially significant, less than significant with mitigation, or less than significant. "Potentially Significant Impact" is appropriate if there is substantial evidence that an effect may be significant. If there are one or more "Potentially Significant Impact" entries when the determination is made, an EIR is required.

4) "Negative Declaration: Less Than Significant With Mitigation Incorporated" applies where the incorporation of mitigation measures has reduced an effect from "Potentially Significant Impact" to a "Less Than Significant Impact." The lead agency must describe the mitigation measures, and briefly explain how they reduce the effect to a less than significant level mitigation measures from Section XVII, "Earlier Analyses," may be cross-referenced).

5) Earlier analyses may be used where, pursuant to the tiering, program EIR, or other CEQA process, an effect has been adequately analyzed in an earlier EIR or negative declaration. Section 15063(c)(3)(D). In this case, a brief discussion should identify the following:

   a) Earlier Analysis Used. Identify and state where they are available for review.
   b) Impacts Adequately Addressed. Identify which effects from the above checklist were within the scope of and adequately analyzed in an earlier document pursuant to applicable legal standards, and state whether such effects were addressed by mitigation measures based on the earlier analysis.
   c) Mitigation Measures. For effects that are "Less than Significant with Mitigation Measures Incorporated," describe the mitigation measures which were incorporated or refined from the earlier document and the extent to which they address site-specific conditions for the project.

6) Lead agencies are encouraged to incorporate into the checklist references to information sources for potential impacts (e.g., general plans, zoning ordinances). Reference to a

previously prepared or outside document should, where appropriate, include a reference to the page or pages where the statement is substantiated.

7) Supporting Information Sources: A source list should be attached, and other sources used or individuals contacted should be cited in the discussion.

8) The explanation of each issue should identify:

   a) The significance criteria or threshold, if any, used to evaluate each question; and
   b) The mitigation measure identified, if any, to reduce the impact to less than significance.

VI. ENVIRONMENTAL CHECKLIST

1. AESTHETICS **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Substantially degrade the existing visual character or quality of public views of the site and its surroundings? (Public views are those that are experienced from publicly accessible vantage point). If the project is in an urbanized area, would the project conflict with applicable zoning and other regulations governing scenic quality. (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Create a new source of substantial light or glare which would adversely affect day or nighttime views in the area? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

2. AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☒	☐	☐

2. AGRICULTURAL AND FOREST RESOURCES

In determining whether impacts to agricultural resources are significant environmental effects, lead agencies may refer to the California Agricultural Land Evaluation and Site Assessment Model (1997) prepared by the California Dept. of Conservation as an optional model to use in assessing impacts on agriculture and farmland. In determining whether impacts to forest resources, including timberland, are significant environmental effects, lead agencies may refer to information compiled by the California Department of Forestry and Fire Protection regarding the state's inventory of forest land, including the Forest and Range Assessment Project and the Forest Legacy Assessment project; and forest carbon measurement methodology provided in Forest Protocols adopted by the California Air Resources Board.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Conflict with existing zoning for, or cause rezoning of, forest land (as defined in Public Resources Code section 12220(g)), timberland (as defined by Public Resources Code section 4526), or timberland zoned Timberland Production (as defined by Government Code section 51104(g))? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Result in the loss of forest land or conversion of forest land to non-forest use? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest use? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: Current agricultural uses on the property include cattle grazing on approximately 423 acres southwest of River Road under an existing Williamson Act Contract (Board of Supervisors Resolution No. 73-34-12, Agricultural Preserve Contract No. 73-12). The proposed subdivision is consistent with the restrictions of the Williamson Act because the subject contract area is large enough to remain economically viable for agricultural use. HCD-Planning staff have reviewed the proposed subdivision and applied a standard condition requirement to amend the current Williamson Act Contract upon approval of the proposed subdivision.

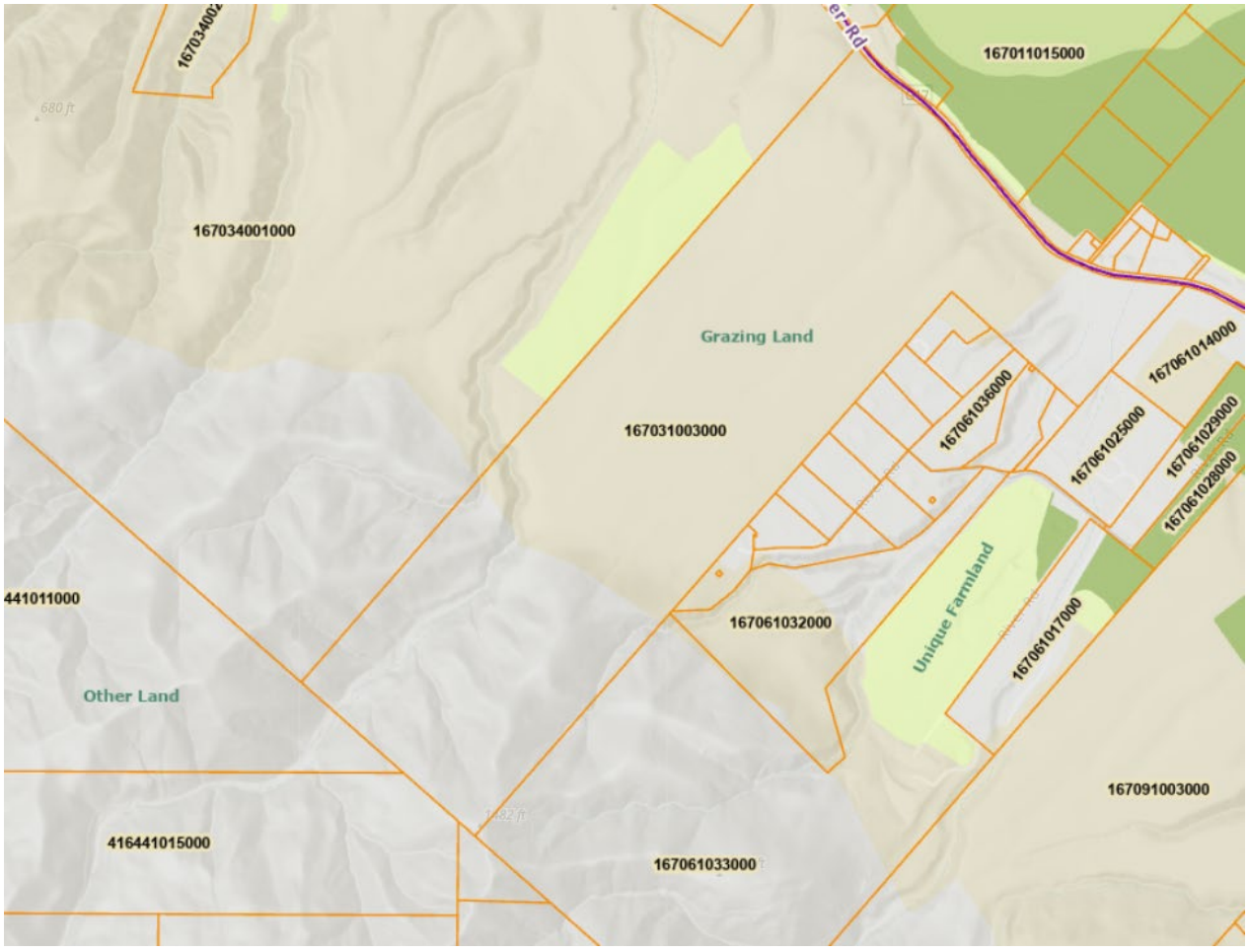
Agricultural and Forest Resources Impacts (a, c, d, e) No Impact: Forty-acre (40) minimum parcels are a size recognized by the County of Monterey as large enough to preserve and maintain viable agricultural operations. In California, the Farmland Mapping and Monitoring Program (FMMP) produced the California Important Farmland (CIF) database in 2018. The main categories of farmland consist of Prime, Statewide Importance, Unique, and Local Importance Farmland which are ideal for growing row crops. Pursuant to General Plan Policy AG-1.10, the County's Geographical Information System (GIS) uses this database to identify areas of farmland in the County (see Figure 5 – Farmland Mapping). County GIS also identifies Grazing Land, Other Land, Urban and Built-Up Land, as well as bodies of water.

The property predominantly contains Grazing Land where the active agricultural grazing operation is occurring; the rest of the property is classified as Other Land where steep terrain exists, along with two single family dwellings with supporting agricultural structures. The property does not contain any Prime Farmland (see also Section VI.10, Hydrology and Water Quality) and does not propose to convert any Farmland or Grazing Land to non-agricultural use.

The property's back portion (proposed remainder Parcel F) consists of oak woodland, to be preserved, remain undeveloped, and not proposed for rezoning to a residential zoning district.

The property will remain under an (amended) Williamson Act Contract, restricting future development with a standard Condition of Approval No. 5 – "Williamson Act", which requires the current Williamson Act Contract to be amended after approval of the subdivision. Therefore, the proposed agricultural subdivision would not result in impacts to Prime or other types of farmlands, nor will it result in the loss of forest land or conversion of forest land into non-forest use. (Source: IX.1, 2, 4, 6, 7)

FIGURE 5 – FARMLAND MAPPING



<u>Agricultural and Forest Resources Impacts (b) Less than Significant with Mitigation:</u> The proposed Parcel A (approximately 11 acres) conflicts with the existing underlying zoning for agricultural use because the parcel is under the 40-acre minimum. As mentioned previously, the

property is located within the Central/Arroyo Seco/River Road segment of the Agricultural and Winery Corridor Plan (AWCP). The development standards for AWCP Policy 3.5 provides an exception to subdivide lots (minimum 5 acres) from a legal non-conforming lot not meeting the minimum lot size for the land use designation (e.g. 10-acre lot with 40-acre minimum designation) may be allowed based on substantial evidence that this action would: 1) reduce the number of conforming agricultural lots from being subdivided; 2) limit development in a manner to retain the rural character of the corridor; and 3) development of the lot must be in conformance with allowable uses only identified in the AWCP. Staff found this exemption to be consistent with the intent of the AWCP overall plan for the development of agricultural and winery-related uses. Through the use of mitigated Conditions of Approval, the AWCP exemption can be applied to support a recommendation for approval of the proposed subdivision.

Additionally, a Williamson Act non-conforming parcel may be allowed under the Subdivision Map Act pursuant to Government Code (GC) §66474.10 et seq. If the 11-acre parcel can be considered agriculturally viable, pursuant to GC §66474.4 (c), a legislative body may approve a subdivision with smaller parcels if the legislative body makes either of the following findings:

1) The parcels can nevertheless sustain an agricultural use permitted under the contract or easement or are subject to a written agreement for joint management pursuant to Section 51230.1 and the parcels that are jointly managed total at least 10 acres in size in the case of prime agricultural land or 40 acres in size in the case of land that is not prime agricultural land (GC §66474.10 et seq).

2) One of the parcels contains a residence and is subject to §428 of the Revenue and Taxation Code; the residence has existed on the property for at least five years; the landowner has owned the parcels for at least 10 years; and the remaining parcels shown on the map are at least 10 acres in size if the land is prime agricultural land, or at least 40 acres in size if the land is not prime agricultural land.

Pursuant to GC §66474.4 (c)(2), the project meets the second finding because the existing development has been on the property since 1889 which exceeds the 5-year minimum requirement, the landowner has owned the parcels well over 10-years, and the remaining parcels shown on the proposed subdivision map are 40 acres or more.

Furthermore, pursuant to GC §66474.4(d) regarding subdivision of Williamson Act land, no other homesite parcels as described in paragraph (2) of subdivision (c) may be created on any remaining parcels under contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with §51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section.

Staff's analysis of the applicable Government Code Sections, Subdivision Map Act, and the AWCP Policies led to the requirement for Parcels A through F to be deed

restricted from further development for the next 10 years pursuant to GC §66474.4(c)(2). The following Mitigation Measures have been made Conditions of Approval to reduce project impacts to a level less than significant:

Condition of Approval No. 6, Mitigation Measure No. 1 - Deed Restriction for Parcel A (Agricultural Wine Corridor Plan Consistency): Pursuant to the 2010 Monterey County General Plan and the Agricultural and Wine Corridor Plan (AWCP) Policy 3.5, subsequent development on the 11.08-acre Parcel A shall be in conformance with allowable uses identified within the AWCP. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development of the 11.08-acre Parcel A shall conform to the Agricultural and Wine Corridor Plan development policies and plans in conjunction with meeting proper permitting requirements from HCD-Planning."

Mitigation Action: Prior to recording of the Final/Parcel Map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit proof of recordation of the deed restriction document to HCD – Planning.

Condition of Approval No. 7, Mitigation Measure No. 2 - Deed Restriction for Homesites on Parcels B through F: Pursuant to Government Code §66474.4(d), no other homesite parcels may be created on any remaining parcels under Williamson Act contract entered into pursuant to the California Land Conservation Act of 1965 (Chapter 7 (Commencing with §51200) of Division of 1 of Title 5) for at least 10 years following the creation of a homesite parcel pursuant to this section. The Owner/Applicant shall record a deed restriction as a condition of project approval stating the following: "Future development on Parcels B through F shall be restricted for the next 10 years after recordation of the Pedrazzi Subdivision Final Map pursuant to GC §66474.4(c)(2)."

Mitigation Action: Prior to recording of the Final/Parcel Map, or recordation of Certificates of Compliance, whichever occurs first and as applicable, the Owner/Applicant shall submit proof of recordation of the deed restriction document to HCD – Planning.

Therefore, the agricultural subdivision, as conditioned and mitigated, would not conflict with the existing zoning for agricultural use or the Williamson Act Contract. (Source: IX.1, 2, 4, 6, 7)

3. AIR QUALITY

Where available, the significance criteria established by the applicable air quality management or air pollution control district may be relied upon to make the following determinations.

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with or obstruct implementation of the applicable air quality plan? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒
b) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒
c) Result in significant construction-related air quality impacts? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒
d) Expose sensitive receptors to substantial pollutant concentrations? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒
e) Result in other emissions (such as those leading to odors) adversely affecting a substantial number of people? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

4. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, or regulations or by the California Department of Fish and Game or US Fish and Wildlife Service? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

4. BIOLOGICAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Have a substantial adverse effect on state or federally protected wetlands (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional, or state habitat conservation plan? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

5. CULTURAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource pursuant to §15064.5? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Disturb any human remains, including those interred outside of formal cemeteries? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

6. ENERGY Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in potentially significant environmental impact due to wasteful, inefficient, or unnecessary consumption of energy resources, during project construction or operation? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Conflict with or obstruct a state or local plan for renewable energy or energy efficiency? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

7. GEOLOGY AND SOILS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Directly or indirectly cause potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zoning Map issued by the State Geologist for the area or based on other substantial evidence of a known fault? (Source: IX.1, 2, 3, 4, 6, 7) Refer to Division of Mines and Geology Special Publication 42.	☐	☐	☐	☒
ii) Strong seismic ground shaking? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
iii) Seismic-related ground failure, including liquefaction? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
iv) Landslides? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Result in substantial soil erosion or the loss of topsoil? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on- or off-site landslide, lateral spreading, subsidence, liquefaction or collapse? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

7. GEOLOGY AND SOILS **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
f) Directly or indirectly destroy a paleontological resource or site or unique geologic feature? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

8. GREENHOUSE GAS EMISSIONS **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases? (Source: IX.1, 2, 3, 4, 5, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

9. HAZARDS AND HAZARDOUS MATERIALS **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard or excessive noise for people residing or working in the project area? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
f) Impair implementation of or physically interfere with an adopted emergency response plan or emergency evacuation plan? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
g) Expose people or structures, either directly or indirectly, to a significant risk of loss, injury or death involving wildland fires? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

10. HYDROLOGY AND WATER QUALITY **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements or otherwise substantially degrade surface or groundwater quality? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☒	☐
b) Substantially decrease groundwater supplies or interfere substantially with groundwater recharge such that the project may impede sustainable groundwater management of the basin? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☒	☐
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river or through the addition of impervious surfaces, in a manner which would:				
i) result in substantial erosion or siltation on- or off-site? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
ii) substantially increase the rate or amount of surface runoff in a manner which would result in flooding on- or offsite? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
iii) create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) In flood hazard, tsunami, or seiche zones, risk release of pollutants due to project inundation? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) Conflict with or obstruct implementation of a water quality control plan or sustainable groundwater management plan? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: The property is currently served by a natural spring box water system located on proposed Parcel F, approximately one mile from the two single family dwellings (Parcels A and B) that support the existing on-site residential and agricultural uses. The natural spring is considered groundwater under the direct influence of surface water. The existing water supply was found to be out of compliance with the Monterey County Environmental Health Bureau's (EHB) water quality standards for small water systems pursuant to MCC Chapters 15.04 and 15.08. The project includes Conditions of Approval to help bring the current water system into compliance with local and state regulations to ensure water quality and wastewater discharge are addressed prior to Parcel Map recordation.

Hydrology and Water Quality Impact (a and b) Less than Significant: On July 12, 2023, water quality results were submitted to EHB, which demonstrated that E. coli and total coliform

bacteria were no longer present in the current water supply. However, disinfection is required for the small water system since the main source of water is a natural spring.

EHB applied a standard Condition of Approval No. 13 – Deed Restriction and Installation of Chlorinator on Well for Parcel F, which requires the project to install a chlorinator on the distribution system prior to the use of a water tank and any domestic service connections.

The proposed project will be required to comply with EHB's non-standard Condition of Approval No. 9 – Deed Restriction/Map Recordation – Agricultural Subdivision: Onsite Wastewater Disposal, and Condition of Approval No. 10 – Deed Restriction/Map Recordation – Agricultural Subdivision: Water, which deed restricts parcels C, D, and E, and notifies future potential buyers of these parcels created from this agricultural subdivision are not guaranteed to have a viable site for an onsite wastewater disposal system or water system to serve future development. All future development would be required to undergo a separate review for a potable water source and wastewater disposal system.

Additionally, the project includes a standard Condition of Approval No. 11 – New Water System Permit Application, and Condition of Approval No. 12 – Well Lots/Water System Easements prior to filing the Final Map. The treatment submittal received by EHB Drinking Water Protection Services (DWPS) for an ozone treatment system was revised to include a residual in the disinfection process (chlorinator). DWPS advised that the water system is feasible and will work with the applicant to satisfy the chlorinator and water system conditions prior to filing the Final Map.

As mentioned in Section VI.2 for Agriculture and Forestry Resources, the property contains Grazing Land and Other Land over the grazing operation and existing development. Given the existing soil types, the property does not possess Prime Farmland soil that is suitable for growing crops, and there are no proposals to convert the land into row crop production.

In October 2021, the property owner of proposed Parcel A submitted a well application on file with EHB (Permit No. 21-13551). The proposed well would provide an additional water source for agricultural irrigation and domestic use with an anticipated rate of 800 gallons per minute (GMP). The proposed well would serve the existing domestic and agricultural uses onsite, but will be located closer to Parcel A's existing single-family dwelling. As mentioned previously, this subdivision does not propose any new structural development or changes in the current land use.

The property is located within the Salinas Valley groundwater basin which includes the 180/400-foot aquifer subbasin within the designated benefit assessment Zone 2C (Board of Supervisors, Resolution No. 03-017) for the Salinas Valley Water Project (SVWP) (see Section VI.11, Land Use and Planning). The Monterey County Water Resources Agency (WRA) is responsible for managing the groundwater basins and groundwater recharge areas within the County.

On October 26, 2021, the well application was reviewed by WRA, and comments were submitted to EHB for consideration. The WRA requires that the well construction design be approved once the WRA has completed a review of the geophysical and lithologic logs for the new well. Additionally, any abandoned wells on the property shall be destroyed in accordance

with the procedures outlined in Bulletin 74-81, *Water Well Standards: State of California* of the California Department of Water Resources (DWR) and its subsequent updates. The Well Completion Report (DWR Form 188) shall include the depth to "first" water below the surface expressed in feet, and the "static" water level depth after the well is drilled and a pump test is completed. (Source: IX.1, 4, 6, 7)

Hydrology and Water Quality Impacts (c, d, e) No Impact: The proposed subdivision does not involve any new construction, so the project would not violate water quality standards or waste discharge requirements, nor conflict with Monterey County Code (MCC) Chapter 16.16, Regulations for Floodplains in Monterey County.

The property is not located within the 100-year floodplain of the Salinas River (Zone A). EHB and HCD-Environmental Services have reviewed the project application and, as conditioned, deemed that the project complies with applicable ordinances and regulations. As proposed, the project would not expose people or structures to a significant risk involving flooding.

The proposed agricultural subdivision would not alter the existing drainage pattern of the site or area, nor create or contribute runoff water that would exceed the capacity of existing or planned stormwater drainage systems. Since the project proposes no structural development, it would not create additional sources of polluted runoff or degrade water quality or place a structure within an area that would impede or redirect flood flows. The proposed subdivision would not result in increased flood heights or velocities, nor alteration of natural floodplains, stream channels, or natural protective barriers.

The property is located approximately 16 miles inland from the coast and would not be subject to inundation by a tsunami, nor is it located near a body of water that is anticipated to threaten a seiche. There are no areas within the property that could be subject to dam inundation and no persons would be subject to such risk since the project does not propose the construction of any structures. (Source: IX.1, 4, 6, 7)

11. LAND USE AND PLANNING **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Physically divide an established community? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation adopted for the purpose of avoiding or mitigating an environmental effect? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☒	☐	☐

Discussion/Conclusion/Mitigation: The approximately 423-acre property is zoned Farmland, 40 acres per unit, with a Design Control District Overlay or "F/40-D", Permanent Grazing, 40 acres per unit, with a Design Control District Overlay or "PG/40-D", and Permanent Grazing, 40

acres per unit, with a Visually Sensitive District Overlay or "PG/40-VS". The surrounding parcels consist of zoning classification and land use designations with Farmland to the north and west, Low Density Residential to the east, and Permanent Grazing to the south.

Existing structural development on the property includes:

a. a 2,300 square foot single family dwelling (House 1) with a 2,300 square foot detached garage

b. a 1,500 square foot single family dwelling (House 2), a 9,200 square foot barn (Barn 1), a 4,300 square foot barn (Barn 2), a 2,300 square foot storage building (Building 1), a 3,200 square foot storage building (Building 2), and 2,400 square foot storage building (Building 3).

Parcel B (42.52 acres), Parcel C (69.30 acres), Parcel D (88.27 acres), Parcel E (40.04 acres) and Remainder Parcel F (174.49 acres), meet MCC Subdivision Ordinance (Title 19 - Inland) development standards, MCC Zoning Ordinance (Title 21), the 2010 General Plan, and Toro Area Plan policies.

Parcel A of 11.08 acres would not conform to the 40-acre minimum for the Farmland zoning district. However, Government Code Section 66474.4(c)(2) states a legislative body may approve a subdivision with smaller parcels if 1) one of the parcels contains a residence and is subject to §428 of the Revenue and Taxation Code, 2) the residence has existed on the property for at least five years, 3) the landowner has owned the parcels for at least 10 years, and 4) the remaining parcels shown on the map are at least 40 acres in size. As mentioned previously, he land has been under Williamson Act Contract and will remain under the same contract after project approval. The existing residential development has existed since the 1800s, which greatly exceeds the 5-year requirement for living onsite, and the landowner has owned the property for well over 10 years. All remaining parcels shown on the proposed subdivision map are 40 acres or more. Additionally, the 11-acre parcel has been found to meet the development standards outlined in the AWCP.

Land Use and Planning Impacts (a) No Impact: The proposed agricultural subdivision is consistent with, and would have no impact on, the land use designation, zoning classification, or existing land use. The subject property and surrounding properties currently support ongoing agricultural operations with the exception of one small residential subdivision. Therefore, the proposed subdivision would not physically divide, disrupt, or otherwise have a negative impact upon an established community, the existing neighborhood, or adjacent properties.

Additionally, the project would not conflict with any habitat conservation plan or natural community conservation plan, as none are applicable to the project site. Therefore, the project would not result in impacts to land use and planning regarding an established community or conservation plan. (Source: IX.1, 2, 3, 4, 6, 7)

Land Use and Planning Impacts (b) Less than Significant: The majority of the property is located within the Monterey County Water Resources Agency's Zone 2C benefited-assessment zone of the Salinas Valley Water Project. Since the project does not propose any changes to the

existing agricultural use, County staff has determined that the proposed subdivision falls under the exemption regarding a long-term sustainable water supply provided by 2010 General Plan Policy PS-3.1c, as amended March 11, 2013 (see Section VI.14, Population and Housing).

Additionally, the 2010 General Plan Policy LU-1.19, while identifying a requirement to establish a Development Evaluation System for projects involving five or more lots or units, is intended to address urban-type development that could introduce or result in a concentrated population center in an area without adequate infrastructure. Policy LU-1.19 is not intended to prohibit agricultural subdivisions that could allow and benefit continued agricultural use of the property. Allowing agricultural subdivisions can also contribute to the protection of Prime Farmlands and Grazing Lands by affording farmers and ranchers the opportunity to obtain refinancing in support of existing agricultural operations. Furthermore, Policy LU-3.2 directs that land use in areas designated for agricultural use shall be guided by the policies of the Agricultural Element of the 2010 General Plan, and Policy AG-1.7 encourages housing related to the agricultural use of the property. Therefore, the project would not cause a significant environmental impact due to a conflict with any land use plan, policy, or regulation for the purpose of avoiding or mitigating an environmental effect. (Source: IX.1, 2, 3, 4, 6, 7)

12. MINERAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

13. NOISE **Would the project result in:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Generation of a substantial temporary or permanent increase in ambient noise levels in the vicinity of the project in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Generation of excessive groundborne vibration or groundborne noise levels? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

13. NOISE Would the project result in:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) For a project located within the vicinity of a private airstrip or an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

14. POPULATION AND HOUSING Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Induce substantial unplanned population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure)? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☒	☐
b) Displace substantial numbers of existing people or housing, necessitating the construction of replacement housing elsewhere? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: The proposed project involves a court-ordered partition of land currently under an existing Williamson Act Contract (Agricultural Preserve Contract No. 73-12) with no proposed structural development. The inherent nature of these contracts is to restrict land from development for the sole purpose of agricultural use. After the proposed subdivision, the land will remain under an amended Williamson Act Contract.

Population and Housing Impact (a) – Less than Significant. The proposed agricultural subdivision into five parcels and a remainder parcel of no less than 40 acres each could result in up to 15 total residences (three residences per 40-acre parcel) accessory to agricultural uses under the F/40 and PG/40 zoning districts. However, under a Williamson Act Contract, only three single family dwellings accessory to agricultural use are allowed under one contract. Furthermore, the 40-acre minimum presumes the continued agricultural use of the land; allowable residential development is considered accessory to the agricultural use. In addition, the approximately 423 acres under Williamson Act Contract would be limited to residential development that supports the agricultural operations.

Any specific proposal for future residential uses on the resulting parcels would be required to undergo site-specific environmental review, where a meaningful evaluation of potential impacts

could be made. Typical impacts of rural development at this density involve water wells and wastewater systems, both of which are regulated by state law as well as county standards. EHB reviewed the proposed project and determined that wastewater feasibility studies, as well as water quality and quantity testing, would not be required; however, EHB applied a non-standard condition requirement for deed restrictions to inform any potential buyers (or future owners) that wastewater feasibility and water quality/quantity must be demonstrated prior to any structural development. The proposed subdivision would not directly induce substantial population growth and is intended to allow continued agricultural use of the property. Therefore, the project would result in less than significant impacts on population growth. (Source: IX.1, 2, 4)

Population and Housing Impacts (b) – No Impact. The proposed agricultural subdivision would not displace, alter the location, distribution, or density of human population in the area in any significant way, or create a demand for additional or replacement housing. The project would not result in impacts to existing housing or people since no new structural development is proposed. However, the project is subject to the County's Inclusionary Housing Ordinance, Number 5175, and General Plan Land Use Policy LU-2.13, which require the project to contribute an in-lieu fee equal to 0.75 Affordable/Inclusionary Housing Unit pursuant to Condition of Approval No. 8 – Affordable/Inclusionary Housing. (Source: IX.1)

15. PUBLIC SERVICES **Would the project result in:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a) Fire protection? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Police protection? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Schools? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Parks? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) Other public facilities? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

16. RECREATION Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities which might have an adverse physical effect on the environment? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

17. TRANSPORTATION/TRAFFIC Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Conflict with a program, plan, ordinance or policy addressing the circulation system, including transit, roadway, bicycle and pedestrian facilities? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Would the project conflict or be inconsistent with CEQA Guidelines section 15064.3, subdivision (b)? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Substantially increase hazards due to a geometric design feature (e.g., sharp curves or dangerous intersections) or incompatible uses (e.g., farm equipment)? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Result in inadequate emergency access? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

18. TRIBAL CULTURAL RESOURCES **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Would the project cause a substantial adverse change in the significance of a tribal cultural resource, defined in Public Resources Code section 21074 as either a site, feature, place, cultural landscape that is geographically defined in terms of the size and scope of the landscape, sacred place, or object with cultural value to a California Native American tribe, and that is:				
i) Listed or eligible for listing in the California Register of Historical Resources, or in a local register of historical resources as defined in Public Resources Code section 5020.1(k); or (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
ii) A resource determined by the lead agency, in its discretion and supported by substantial evidence, to be significant pursuant to criteria set forth in subdivision (c) of Public Resources Code Section 5024.1. In applying the criteria set forth in subdivision (c) of Public Resource Code Section 5024.1, the lead agency shall consider the significance of the resource to a California Native American tribe. (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

19. UTILITIES AND SERVICE SYSTEMS **Would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Require or result in the relocation or construction of new or expanded water, wastewater treatment or stormwater drainage, electric power, natural gas, or telecommunications facilities, the construction or relocation of which could cause significant environmental effects? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☒	☐
b) Have sufficient water supplies available to serve the project and reasonably foreseeable future development during normal, dry and multiple dry years? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☒	☐

19. UTILITIES AND SERVICE SYSTEMS Would the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
c) Result in a determination by the wastewater treatment provider which serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments? (Source: IX.1, 2, 3, 4, 6, 7)				
d) Generate solid waste in excess of State or local standards, or in excess of the capacity of local infrastructure, or otherwise impair the attainment of solid waste reduction goals? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
e) Comply with federal, state, and local management and reduction statutes and regulations related to solid waste? (Source: IX.1, 2, 3, 4, 6, 7)				

Discussion/Conclusion/Mitigation: The proposed project would be served by two onsite wastewater treatment systems (OWTS) for the existing two single family dwellings and a natural spring for irrigation and potable water for domestic use. No new structural development is proposed with this agricultural subdivision.

Utilities and Service Systems Impacts (a and b) Less than Significant: The property is currently served by a natural spring that supports the existing agricultural operations. Utilities (i.e., electricity and water) are already in place, and the proposed project would not generate additional demand nor warrant the expansion of the current infrastructure. The proposed agricultural subdivision would not add any new structures or uses that would require increases to service from existing utility systems. However, once the property is subdivided, Parcel A proposes to drill a well for agricultural irrigation and domestic use since the parcel contains a separate single-family dwelling from Parcel B (see Section VI.2, Agriculture and Forestry Resources). Proposed Parcel A will remain under an amended Williamson Act contract, and therefore, would be allowed to have a well for the agricultural use of the property. (Source: IX.1, 2)

Utilities and Service Systems Impacts (c, d, e) No Impact: The proposed subdivision would not contribute to any existing wastewater treatment facilities and would not generate any increase in solid waste. The Monterey County EHB reviewed the proposed project and determined that wastewater feasibility studies would not be required; however, EHB has applied a requirement for deed restrictions (see Section VI.14, Population and Housing) to inform any potential buyers (or future owners) that wastewater feasibility and water quality/quantity must be demonstrated prior to any structural development beyond that required for the existing agricultural operations. Therefore, the project would have no impacts related to wastewater treatment facilities and solid waste systems. (Source: IX.1, 2)

20. WILDFIRE **If located in or near state responsibility areas or lands classified as very high fire hazard severity zones, would the project:**	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Substantially impair an adopted emergency response plan or emergency evacuation plan? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Due to slope, prevailing winds, and other factors, exacerbate wildfire risks, and thereby expose project occupants to, pollutant concentrations from a wildfire or the uncontrolled spread of a wildfire? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
c) Require the installation or maintenance of associated infrastructure (such as roads, fuel breaks, emergency water sources, power lines or other utilities) that may exacerbate fire risk or that may result in temporary or ongoing impacts to the environment? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
d) Expose people or structures to significant risks, including downslope or downstream flooding or landslides, as a result of runoff, post-fire slope instability, or drainage changes? (Source: IX.1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation: See Sections II and IV.

VII. MANDATORY FINDINGS OF SIGNIFICANCE

NOTE: If there are significant environmental impacts which cannot be mitigated and no feasible project alternatives are available, then complete the mandatory findings of significance and attach to this initial study as an appendix. This is the first step for starting the environmental impact report (EIR) process.

Does the project:	Potentially Significant Impact	Less Than Significant With Mitigation Incorporated	Less Than Significant Impact	No Impact
a) Does the project have the potential to substantially degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, substantially reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory? (Source: IX. 1, 2, 3, 4, 6, 7)	☐	☐	☐	☒
b) Have impacts that are individually limited, but cumulatively considerable? ("Cumulatively considerable" means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probable future projects)? (Source: IX. 1, 2, 3, 4, 6, 7)	☐	☐	☒	☐
c) Have environmental effects which will cause substantial adverse effects on human beings, either directly or indirectly? (Source: IX. 1, 2, 3, 4, 6, 7)	☐	☐	☐	☒

Discussion/Conclusion/Mitigation:

Mandatory Findings Impact (a, b, and c) Less than Significant with Mitigation Incorporated: Based on the analysis throughout this Initial Study, the project was not found to have the potential to substantially degrade the environment, impact plant or animal species, nor cause adverse effects on human beings since no new structural development or changes in the current land use or Williamson Act Contract are proposed. The project was conditioned and mitigated to restrict development for at least the next 10 years after project approval. Although not proposed at this time, the project could potentially result in individual or cumulative impacts to agricultural and forest resources, land use/planning, population and housing, if future development for residential or commercial purposes is proposed. Any future development must be analyzed under a separate environmental review to assess possible impacts on the environment. Therefore, the project, as proposed and mitigated, would reduce impacts on the environment to a level of less than significant.

Note: Authority cited: Sections 21083 and 21083.05, Public Resources Code. Reference: Section 65088.4, Gov. Code; Sections 21080(c), 21080.1, 21080.3, 21082.1, 21083, 21083.05, 21083.3, 21093, 21094, 21095, and 21151, Public Resources Code; *Sundstrom v. County of Mendocino*, (1988) 202 Cal.App.3d 296; *Leonoff v. Monterey Board of Supervisors* (1990) 222 Cal.App.3d 1337; *Eureka Citizens for Responsible Govt. v. City of Eureka* (2007) 147 Cal.App.4th 357; *Protect the Historic Amador Waterways v. Amador Water Agency* (2004) 116 Cal.App.4th at 1109; *San Franciscans Upholding the Downtown Plan v. City and County of San Francisco* (2002) 102 Cal.App.4th 656.

VIII. CALIFORNIA DEPARTMENT OF FISH AND WILDLIFE ENVIRONMENTAL DOCUMENT FEES

Assessment of Fee:

The State Legislature, through the enactment of Senate Bill (SB) 1535, revoked the authority of lead agencies to determine that a project subject to CEQA review had a "de minimis" (minimal) effect on fish and wildlife resources under the jurisdiction of the California Department of Fish and Wildlife. Projects that were determined to have a "de minimis" effect were exempt from payment of the filing fees.

SB 1535 has eliminated the provision for a determination of "de minimis" effect by the lead agency; consequently, all land development projects that are subject to environmental review are now subject to the filing fees, unless the California Department of Fish and Wildlife determines that the project will have no effect on fish and wildlife resources.

To be considered for determination of "no effect" on fish and wildlife resources, development applicants must submit a form requesting such determination to the California Department of Fish and Wildlife. A No Effect Determination form may be obtained by contacting the Department by telephone at (916) 653-4875 or through the Department's website at www.wildlife.ca.gov.

Conclusion: The project will be required to pay the fee.

Evidence: Based on the record as a whole as embodied in the HCD-Planning files pertaining to PLN210158 and the attached Initial Study / Proposed Mitigated Negative Declaration.

IX. SOURCES

1. Project Application/Tentative Parcel Map
2. Monterey County 2010 General Plan and Toro Area Plan
3. Title 19 (Inland) of the Monterey County Code (Subdivision Ordinance)
4. Title 21 of the Monterey County Code (Zoning Ordinance)
5. CEQA Air Quality Guidelines, Monterey Bay Unified Air Pollution Control District, Revised February 2022 Monterey County Geographic Information System (GIS)
6. Site Visit conducted by the project planner on February 13, 2024.

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County of Monterey

Board Report

Legistar File Number: 25-554

Item No.13

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

August 19, 2025

Introduced: 7/25/2025
Version: 2

Current Status: Scheduled AM
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: 25-554

Item No.13

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

August 19, 2025

Introduced: 7/25/2025
Version: 2

Current Status: Scheduled AM
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: OBM 25-120

Item No.14

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

August 19, 2025

Introduced: 8/5/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **August 19, 2025 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	The item was presented to the Board on 10/2/2018. The Board directed that HR: 1) convene a committee of Department Heads that manage significant boards and commissions to develop a Commissioner Recruitment Strategy; 2) ask departments to provide information related to the diversity of their current volunteer Commissioner's and committee members; and 3) work with County Counsel and Auditor to determine what would be involved/required to actively implement reimbursement to these volunteers, with budget/cost implications. 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 ~~January 2025 July 2025~~ August 2025.	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 Soccer complex 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. Staff submitted for FY26 Federal Earmarks.	**Postponed**
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	2020.22	7/7/2020	Church	CAO		Bokanovich	Referral Process Amendment	This referral requests that the process be amended to have Board approval for a referral as part of an agenda item showing the purpose of the referral, costs, time, challenges, and details of the project. In April 2021, the Board approved an amended Board Referral process, which included an exception for urgent matters and provided for Board review of pending referrals on an annual basis. Board review of the referral procedures is anticipated to occur in January 2025, in conjunction with other Board policies. Staff anticipates a further response to the Board in ~~July 2025~~ August 2025.	Pending
5	2021.05	3/2/2021	Alejo	PWFP		Ishii	Monterey County COVID-19 Victims Memorial	This referral seeks to create a permanent memorial with the names of all COVID-19 victims of Monterey County on the Monterey County Government Campus at 168 West Alisal Street. A presentation was provided to the Board on March 22, 2022. Staff was directed to seek potential match from partners and return to the Board in 45 days for further direction. Staff has been seeking potential partners and will be reporting back. The Board approved a revised concept at its June 22, 2022 meeting. Staff is coordinating with the Budget Office to establish fund to receive donations, and staff is seeking potential donors. On September 13, 2022 the Board of Supervisors approved staff's request to enter into a capital campaign with Monterey County Community Foundation to raise funds to complete the project. Staff provided an update to the Board on June 13, 2023. Staff provided a status update at the June 13 BOS. Funding efforts are at 44% overall project cost. Funding raising efforts have raised enough money to develop plans for permit. Staff initiated a draw from the Community Foundation fund to begin drawings for permit. Construction implementation is pending additional funding. Unfunded project budget of $50,000 is proposed for FY26 CIP funding and prioritization.	Pending
6	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 response to this referral in ~~January 2025 July 2025~~ August 2025..	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
7	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.	Pending
8	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~~Fall 2025.	Pending
9	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.	Pending
10	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
11	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.	Pending
12	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.	Pending
13	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

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
14	2023.09	4/18/2023	Alejo	PWFP		Ishii	Salinas Regional Soccer Complex Grant Opportunities	This referral seeks that county staff assist in two grant opportunities for the Salinas Regional Soccer Complex that requires the County of Monterey to be lead applicant as the real property owner. Staff will provide an update to the Board on May 9, 2023. Staff presented a referral response on May 9 and May 15th. BOS provided direction to modify the referral by continuing to work with the Sport Authority on funding on options to bring back to the board for discussion. Staff will continue to collaborate with SRSA to find partner on new grant opportunities. Staff worked with Leg Staff to submit a request for federal earmark. Project was selected by Rep. Lofgren to advance to the House Appropriations Committee for further consideration of a federal earmark.	Pending
15	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 expected to be completed in Fall 2025.	Pending
16	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.	Pending
17	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.	Pending
18	2023.21	11/7/2023	Church	CAO		Chiulos/Bokanovich	Non-County Entity Appointments Procedure for Supervisors	This referral requestst that staff amend the current policy for appointments of County Supervisors to Non-County entities. In November 2023, the Board established an ad hoc to review and vet non-county entity appointment procedures. A meeting of the Ad Hoc was convened in late October 2024. An update report will be provided to the Board on ~~December 4, 2024 July 2025~~ August 2025.	Pending
19	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.	Pending
20	2024.03	3/12/2024	Lopez	CAO		Vaughn	Wine Improvement District	This referral requests examination of sales or transactions and use tax records for the purpose of forming a wine improvement district in Monterey County. A preliminary response was presented to the Board on April 23, 2024. Staff is continuing to work with Vintners and will provide an update to the Board at a future date.	Pending
21	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.	Pending
22	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.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
23	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
24	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.	Pending
25	2024.11	9/10/2024	Church	Health		Jimenez	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.	Pending
26	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.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli/Wilson	Tiny Homes Village Renaming	This referral requests that the name of the pending Tiny Homes Village in Watsonville be changed to a more suitable name that inspires hope, that is easy to pronounce bilingually, and that has input from Monterey County, Santa Cruz County and the City of Watsonville. A preliminary response will be presented to the Board in January 2025. The Supervisors agreed that the renaming of the Watsonville Tiny Village will not be revisited until the Building Permit has been issued. The Counties are still working closely with the City to meet the remaining components of this process. Staff anticipates it will be completed in May 2025. Staff will provide a response in August 2025.	Pending
28	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.	Pending
29	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. 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 for consideration in 2025. The portions of Measure Z that implement a fracking ban in the inland portions of Monterey County have now been put in place. Specifically, the 2010 General Plan and Ford Ord Master Plan have been updated. In consultation with Coastal Commission staff, HCD staff learned that the coastal land use plan amendments need to return to the Board before they can be submitted to the Coastal Commission. County Counsel's Office staff is working with HCD staff to return to the Board with the item, and then resubmit to the Coastal Commission.	Pending
30	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
31	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. Staff will provide a preliminary analysis response on May 13, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
32	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.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Elsa	Monterey County Health Department Clinics Indigenous Pilot Program	The purpose of this referral is design a pilot program at the Alisal Health Clinic in East Salinas to better meet the healthcare language needs of our Indigenous Oaxacan patients. Staff will provide a preliminary analysis response on July 8, 2025.	Pending
34	2025.07	8/5/2025	Alejo	PWfP		Ishii	The Alisal Arch of East Salinas	The purpose of this referral is to have the Board of Supervisors official support for the construction of an Alisal Arch in East Salinas and to financially contribute to the project. Staff will provide a preliminary response to the Board on August 26, 2025.	Pending
35	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 16, 2025.	Pending
36	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.	**Pending Approval on 08/19/25**
								Completed by Executive Assistant on August 13, 2025	

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.09
Assignment Date: 08/19/25
(Completed by CAO's Office)

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

Date: 08/12/25	Submitted By: Supervisor Lopez	District #: 3
Referral Title: Anza National Historic Trail Auto Tour Signs		
Referral Purpose: 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		
Brief Referral Description (attach additional sheet as required): The National Park Service and the County of Monterey have the opportunity to partner to facilitate the replacement of 14 official national historic trail Auto Tour signs on roads along the Juan Bautista de Anza National Historic Trail within its jurisdiction. The signage project includes 11 signs in District 3, 1 sign in District 5, and 2 signs in District 2. The National Park Service will purchase and ship 14 replacement signs for the County of Monterey to install in locations identified by National Park Service.		

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

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

Department(s): Public Works, Facilities, and Parks	Referral Lead: Randy Ishii	Board Date: 08/19/25

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.

County of Monterey

Board Report

Legistar File Number: OBM 25-122

Item No.15

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

August 19, 2025

Introduced: 8/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Board Report

Legistar File Number: OBM 25-123

Item No.16

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

August 19, 2025

Introduced: 8/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

County of Monterey

Board Report

Legistar File Number: 25-592

Item No.

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

August 19, 2025

Introduced: 8/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

2025 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 2025……)

The Board will meet on Wednesday, May 28, 2025, at 9:00 a.m. and Thursday, May 29, 2025, at 9:00 a.m. for Budget Hearings and will meet every Tuesday at 9:00 a.m., as scheduled below:

Meeting On:
January 7, 2025
January 14, 2025
January 28, 2025
February 4, 2025
February 7, 2025 Legislative Workshop - Friday
February 18, 2025
February 25, 2025
March 7, 2025 BOS/Dept. Head Retreat - Friday
March 11, 2025
March 18, 2025
March 25, 2025 Budget Workshop
April 15, 2025
April 22, 2025
April 29, 2025
May 6, 2025
May 13, 2025
May 20, 2025
May 28, 2025 Budget Hearings - Wednesday
May 29, 2025 Budget Hearings – Thursday (If needed)
June 3, 2025
June 10, 2025
June 17, 2025 Budget Adoption, etc.
June 24, 2025
June 26, 2025 Executive Performance Evaluations -Thursday
June 27, 2025 Executive Performance Evaluations – Friday (If needed)
July 1, 2025
July 8, 2025
August 5, 2025
August 12, 2025
August 19, 2025
August 26, 2025
September 16, 2025
September 23, 2025
September 30, 2025
October 7, 2025
October 14, 2025
October 21, 2025
October 28, 2025
November 4, 2025
November 18, 2025

December 2, 2025
December 9, 2025
December 10, 2025 – Wednesday Overflow (If needed)
December 11, 2025 Executive Performance Evaluations - Thursday
December 12, 2025 Executive Performance Evaluations – Friday (If needed)

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 21, 2025	Martin Luther King's Day
February 11, 2025	National Association of Counties Conference (NACo)
March 4, 2025	Dept Head Retreat
April 1, 2025	Cesar Chavez Day
April 8, 2025	Spring Break
May 27, 2025	Memorial Day
July 15, 205	Summer Recess
July 22, 2025	Summer Recess
July 29, 2025	Summer Recess
September 2, 2025	Labor Day
September 9, 2025	Legislative Conference
November 11, 2025	Veterans Day
November 25, 2025	Thanksgiving Day
December 16, 2025	Winter Break
December 23, 2025	Winter Break
December 30, 2025	Winter Break

PASSED AND ADOPTED on this 24th day of September 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 on September 24, 2024.

Dated: September 27, 2024

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 7/23/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to abolish the classification of: Medical Librarian as indicated in Attachment A effective August 9, 2025; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to abolish the classification of: Medical Librarian as indicated in Attachment A effective August 9, 2025; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
Natividad Medical Center (NMC) has not utilized any allocation in the hospital specific classification of Medical Librarian since 2021. NMC recommends that the classification of Medical Librarian be abolished as it no longer meets the needs of the County.
There are currently no incumbents assigned to the Medical Librarian classification.
NMC is seeking consideration from the Board of Supervisors to abolish the classification of Medical Librarian as indicated in Attachment A, effective August 9, 2025.
OTHER AGENCY INVOLVEMENT:
The Monterey County Office of County Counsel has reviewed this recommendation. In addition, the County Employee Management Association (CEMA) has been provided notice of this recommendation.

FINANCING:
There are no salary and benefits costs associated with this action for NMC's Enterprise Fund 451-9600-6111. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

County of Monterey

Board Report

Legistar File Number: RES 25-120

Item No.

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

August 19, 2025

Introduced: 7/23/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to abolish the classification of: Medical Librarian as indicated in Attachment A effective August 9, 2025; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

RECOMMENDATION:
It is recommended that the Board of Supervisors consider adopting a Resolution to:

a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to abolish the classification of: Medical Librarian as indicated in Attachment A effective August 9, 2025; and
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.

SUMMARY/DISCUSSION:
Natividad Medical Center (NMC) has not utilized any allocation in the hospital specific classification of Medical Librarian since 2021. NMC recommends that the classification of Medical Librarian be abolished as it no longer meets the needs of the County.
There are currently no incumbents assigned to the Medical Librarian classification.
NMC is seeking consideration from the Board of Supervisors to abolish the classification of Medical Librarian as indicated in Attachment A, effective August 9, 2025.
OTHER AGENCY INVOLVEMENT:
The Monterey County Office of County Counsel has reviewed this recommendation. In addition, the County Employee Management Association (CEMA) has been provided notice of this recommendation.

FINANCING:
There are no salary and benefits costs associated with this action for NMC's Enterprise Fund 451-9600-6111. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives

in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

__Economic Development
X Administration
__Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553

Attachments:
Attachment A
Resolution

ATTACHMENT A

Abolish Classification	
Title	Class Code
Medical Librarian	65A22

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

Resolution No.:	PPPR Control No. 25-011) HRM Control No. 25-012))
Adopt a Resolution to: a) Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to abolish the classification of Medical Librarian as indicated below effective August 9, 2025; and b) Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) System.	)

WHEREAS, Natividad Medical Center (NMC) administration staff requested a review of the list and allocations of all hospital specific classifications; and

WHEREAS, in reviewing the allocated positions of all the hospital specific classifications, it was determined the Medical Librarian classification has not been utilized since 2021 and no longer meets the needs of the County and is recommended to be abolished; and

WHEREAS, to implement the recommendation, the action requires the Personnel Policies and Practices Resolution No. 98- 394 Appendices A and B to be amended;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B is amended to abolish the classification of Medical Librarian, as indicated below effective August 9, 2025:

Abolish Classification	
Title	Class Code
Medical Librarian	65A22

2. The Human Resources Department is directed to implement the changes in the Advantage Human Resources Management (HRM) system.

PASSED AND ADOPTED on this _____day of _____, 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 7/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and Altos Health Partners (AHP) for the provision of Electroconvulsive therapy (ECT) treatment for a total Agreement amount not to exceed $85,200 for FY's 2025-27 for the term of September 1, 2025 through June 30, 2027; and
b. Approve non-standard insurance 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% ($8,520) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed amount over $93,720.

RECOMMENDATION:

It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and Altos Health Partners (AHP) for the provision of Electroconvulsive therapy (ECT) treatment for a total Agreement amount not to exceed $85,200 for FY's 2025-27 for the term of September 1, 2025 through June 30, 2027; and
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SUMMARY/DISCUSSION:

The County currently has Agreement A-16946 with Altos Heath Partners (AHP) which terms on August 31, 2025. AHP will continue providing Electroconvulsive therapy (ECT) treatment services to eligible Monterey County residents. AHP provides specialized and personalized ECT treatment outpatient services. The goal and objectives are to provide the appropriate treatment options that will assist in increasing the healing and wellness of the client.

The contractor's services are highly specialized, and the Director of Health Services has recommended to waive the Automobile and Cyber Liability Insurance to continue retaining services. AHP does not transport clients during the course of providing treatment.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise

unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel-Risk Management and Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING
This Agreement is funded by Realignment funds (100%). The funds for FY 2025-26 are included in the Health Department's Behavioral Health (HEA012, Unit 8410) FY 2025-26 adopted budget. The funds for FY 2026-27 will be included in the Department's requested budget for that FY.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County-supported policies, programs, and services, promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Rosie Mendoza, Management Analyst II, 262-1175
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 7/23/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

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☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Rosie Mendoza, Management Analyst II, 262-1175
Approved By: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: B69305B4-B98C-45DF-9719-807CC48B0577

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **ALTOS HEALTH PARTNERS** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows:

Administer Electroconvulsive therapy (ECT) treatment for certain mental health conditions, primarily severe depression, and other psychiatric disorders.

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: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT F: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT G: AUDITS AND AUDIT APPEALS
EXHIBIT H: EXEMPTION OF SPECIFIED INSURANCE REQUIREMENTS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **September 1, 2025**, and shall remain in effect until **June 30, 2027**.

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.

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C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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

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14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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.

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VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

Docusign Envelope ID: B69305B4-B98C-45DF-9719-807CC48B0577

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.

IX. PATIENT RIGHTS

Docusign Envelope ID: B69305B4-B98C-45DF-9719-807CC48B0577

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

i. Complete written description of event including outcome;

ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all 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.

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C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

Docusign Envelope ID: B69305B4-B98C-45DF-9719-807CC48B0577

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

DS

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.~~

DS

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.

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D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

DS

Commercial general liability ~~and automobile liability~~ policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold

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payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this 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.

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XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its 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.;

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3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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.

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XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

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In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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

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indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

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

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Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
(831) 755-4580

CONTRACTOR

Altos Health Partners
Katherine Taylor
Chief Medical Director
1525 Miramonte Avenue #3190
Los Altos, CA 94024
(650) 988-7626

(The remainder of this page is left intentionally blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Elsa Mendoza-Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
Office of County Counsel

Date: 7/22/2025 | 9:35 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E70EF64E67454F8...
Auditor-Controller's Office

Date: 7/22/2025 | 7:42 AM PDT

Reviewed as to Liability Provisions[3]

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...
Risk Management

Date: 7/21/2025 | 5:54 PM PDT

CONTRACTOR

ALTOS HEALTH PARTNERS
CONTRACTOR NAME

By: DocuSigned by: Katherine Taylor 3614F5BEA156420...
(Signature of Chair, President, or Vice-President) *

Katherine Taylor, President
Name and Title

Date: 7/21/2025 | 12:54 PM PDT

By: DocuSigned by: Katherine Taylor 3614F5BEA156420...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Katherine Taylor, President
Name and Title

Date: 7/21/2025 | 12:54 PM PDT

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Altos Health Partners
1525 Miramonte Avenue #3190
Los Altos, CA 94024

II. PROGRAM DESCRIPTION

CONTRACTOR will provide Electroconvulsive therapy (ECT) services. ECT is a medical treatment for certain mental health conditions, primarily severe depression, and other psychiatric disorders. It involves the application of brief electrical currents to the brain, which intentionally induces a controlled seizure. ECT is performed under general anesthesia to ensure the patient's comfort and safety. ECT is administered in a series of treatments over several weeks, and the number of sessions can vary depending on the individual's response and treatment goals. ECT has been shown to be effective in cases where other treatments have been unsuccessful or when rapid and significant symptom improvement is required.

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 under Medi-Cal.

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 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.

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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.

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

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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.

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.

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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.

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.

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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. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Treatment and Care Plans

1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

E. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

F. Telehealth

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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.

V. Service Objectives

In FYs 2025-27, provide the following estimated ECT Services to eligible clients.

ALTOS HEALTH PARTNERS OUTPATIENT SERVICES FY 2025-27 (Sept 1, 2025 - June 30, 2027)		
CPT Code	**Description**	**Units of Service**
90792	INITIAL EVALUATION FOR ECT - OUTPATIENT (60-120 MIN, with report to referring physician)	10
90870	ECT PROCEDURE - INPATIENT or OUTPATIENT	120
99214	E&M VISIT LEVEL 4 – OUTPATIENT (for longer monthly clinics)	56
90833	PSYCHOTHERAPY - outpatient – 16-47 MIN	28
INPATIENT SERVICES		
99233	ECT CLINIC VISIT - INPATIENT	40
99233	CAPACITY CLINIC VISIT - INPATIENT	40

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Designated Contract Monitor

Jaqueline Townend
Behavioral Health Service Manager ll
Monterey County Behavioral Health
1441 Constitution Blvd., Building 400 Ste. 202
Salinas, CA 93906
(831) 796-1712

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates, Negotiated Rates, and Cash Flow Advances (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

CONTRACTOR may exceed units within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total amount not to exceed $85,200 for FYs 2025-27.

ALTOS HEALTH PARTNERS OUTPATIENT SERVICES FY 2025-27 (Sept 1, 2025 - June 30, 2027)				
CPT Code	**Description**	**Rates**	**Units of Service**	**Total**
90792	INITIAL EVALUATION FOR ECT - OUTPATIENT (60-120 MIN, with report to referring physician)	$450	10	$4,500
90870	ECT PROCEDURE - INPATIENT or OUTPATIENT	$350	120	$42,000
99214	E&M VISIT LEVEL 4 – OUTPATIENT (for longer monthly clinics)	$200	56	$11,200
90833	PSYCHOTHERAPY - outpatient – 16-47 MIN	$125	28	$3,500
Total				$61,200
INPATIENT SERVICES				
99233	ECT CLINIC VISIT - INPATIENT	$300	40	$12,000
99233	CAPACITY CLINIC VISIT - INPATIENT	$300	40	$12,000
Total				$24,000
Total Maximum Liability Amount				$85,200

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

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services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of

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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) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $85,200 for FYs 2025-27 for services rendered under this Agreement.

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B. Maximum Annual Liability:

Fiscal Year's Liability	TOTAL AMOUNT
Sep 1, 2025 to June 30, 2027	$ 85,200.00
Total Maximum Liability	**$ 85,200.00**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the 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.

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D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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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 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

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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 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

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CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter,

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CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT 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.

Altos Health Partners
Business Name of Contractor

DocuSigned by:
Katherine Taylor
3614F5BEA156420...
Signature of Authorized Representative

Katherine Taylor
Name of Authorized Representative

7/16/2025 | 11:58 PM PDT
Date

Chief Medical Director
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Altos Health Partners	
Name of Designee	Katherine Taylor	
Title of Designee	Chief Medical Director	
Street: 1525 Miramonte Avenue #3190		
City: Los Altos	State: CA	Zip: 94024
IRS Employer Identification Number	47-4257192	
I certify that the above information is complete and correct to the best of my knowledge and belief.		

Signature & Title of Contractor DocuSigned by: Katherine Taylor 3614F5DEA156420... Date 7/16/2025 | 11:58 PM PDT

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EXHIBIT E: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **September 1, 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 Altos Health Partners ("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:

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AGREEMENT

1. **DEFINITIONS**

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 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

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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; May 2021 4817-6588-6700.1

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or nonpermitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity

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for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10)

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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

(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.

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(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 deidentified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 **Responsibilities of Covered Entity**. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

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4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below. If to Business Associate, to:
Altos Health Partners
Attn: Katherine Taylor, Chief Medical Director
1525 Miramonte Avenue #3190, Los Altos, CA 94024.
Phone: (650) 988-7626
Email: Katherine_Taylor@elcaminohealth.org

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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@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "COUNTY"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the COUNTY with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the Parties to provide the broadest possible indemnification for the COUNTY. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall

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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, with limits of not less than $10,000,000 per claim and in the aggregate. 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.~~

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5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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

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Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT	***Altos Health Partners***
By: _____	By: DocuSigned by: Katherine Taylor 3614F5BEA156420...
Print Name: Elsa M. Jimenez	Print Name: Katherine Taylor .
Print Title: Director of Health Services	Print Title: Chief Medical Director .
Date: _____	Date: 7/16/2025 | 11:58 PM PDT

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EXHIBIT F: Behavioral Health Cost Reimbursement Invoice

Contractor:	Altos Health Partners	**Invoice Number:**	
Address Line 1	1525 Miramonte Avenue #3190, Los Altos, CA 94024	**County PO No.:**	
Address Line 2			
		Invoice Period:	
Tel. No.:	(650) 988-7626		
Fax No.:			
Contract Term:	September 1, 2025 - June 30, 2027	**Final Invoice:**	(Check if Yes)
BH Division:	Behavioral Health	**BH Control Number**	
Funded Program:	**MH Tx Services**		
AVATAR Program:			

CPT CODE	Service Description	Rate per Unit	Units of Services	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
90792	INITIAL EVALUATION FOR ECT-OUTPATIENT (60-120 MIN, with report to referring physician)	$ 450.00	10				0.00%	10		$4,500.00	$0.00	$0.00		4,500.00	100.00%
90870	ECT PROCEDURE - INPATIENT or OUTPATIENT	$ 350.00	120				0.00%	120		$42,000.00	$0.00	$0.00		42,000.00	100.00%
99214	E & M VISIT LEVEL 4 - OUTPATIENT	$ 200.00	56				0.00%	56		$11,200.00	$0.00	$0.00		11,200.00	100.00%
90833	PSYCHOTHERAPY - outpatient 16-47 MIN	$ 125.00	28				0.00%	28		$3,500.00	$0.00	$0.00		3,500.00	100.00%
99233	ECT CLINIC VISIT - INPATIENT	$ 300.00	40				0.00%	40		$12,000.00	$0.00	$0.00		12,000.00	100.00%
99233	CAPACITY CLINIC VISIT - INPATIENT	$ 300.00	40				0.00%	40		$12,000.00	$0.00	$0.00		12,000.00	100.00%
	TOTALS			**0**	**0**	**0**				$85,200.00	**$0.00**	**0.00**	85,200.00	85,200.00	

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: _____ Telephone: _____

Send to:
mchdbhfinance@countyofmonterey.gov

Behavioral Health Authorization for Payment

Authorized Signatory Date

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EXHIBIT G: AUDITS AND AUDIT APPEALS

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.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
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:

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1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT H: EXEMPTION OF SPECIFIED INSURANCE REQUIREMENTS

CONTRACTOR: Altos Health Partners

1. **INSURANCE REQUIREMENTS:**

COUNTY agrees to modify Section XIII Insurance C; 2. Automobile Liability Insurance Requirements: C; 3. Workers Compensation Insurance and Business Associate Section 5; 5.10 Cyber Liability Insurance of the COUNTY Standard Agreement for the CONRACTOR under this Agreement as follows:

a. **Business Automobile Liability Insurance Exemption and Automobile Policy Reduction in Coverage**

The COUNTY agrees to exempt the CONTRACTOR from the Business Automobile Liability Insurance coverage requirement as the CONTRACTOR will not be driving during the course of delivering services to client.

b. **Workers' Compensation Insurance Exemption**

The CONTRACTOR is the sole provider of services with no permanent or temporary employees. Accordingly, Workers Compensation coverage requirements are therefore waived for this CONTRACTOR under this Agreement.

c. **Cyber Liability Insurance**

The COUNTY agrees to exempt the CONTRACTOR from Cyber Liability Insurance. CONTRACTOR will be providing services to one client for a minimal period. Therefore, Cyber Liability Insurance requirements are waived for this CONTRACTOR under this agreement.

2. The above modifications allow the CONTRACTOR to provide specialized and personalized services, and these exemptions allow the COUNTY to retain the services of this experienced CONTRACTOR within our budgetary constraints.

3. Except as provided herein, all other terms and conditions of the Standard Agreement with Los Altos Health Partners, shall remain in full force and effect.

Introduced: 7/25/2025

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 retroactive Mental Health Services Agreement between the County of Monterey and A&A Health Services, LLC for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of $625,923 for the retroactive term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($62,592) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $688,515.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and A&A Health Services, LLC for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of $625,923 for the retroactive term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($62,592) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $688,515.

SUMMARY/DISCUSSION:
The County contracted with A&A Health Services, LLC for mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility for the periods of Fiscal Years (FY) 2021-2025.

This Agreement with A&A Health Services, LLC. is for one (1) fiscal year term from July 1, 2025 to June 30, 2026, which renews and updates Agreement A-16984 ending June 30, 2025. This Agreement renews the same contract provisions, client-driven program, and structured activities provided by A&A Health Services, LLC, which successfully assist the residents to reintegrate into the community. This agreement would continue the care and treatment provisions for seven (7) Monterey County residents.

Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to your board.

Approval of this Agreement meets the requirements of the State Welfare and Institutions Code 5600 (Bronzan-McCorquodale Act) and the California Code of Regulations Titles 9 &22 and sustains the continuity of core services to seriously mentally ill clients of Monterey County.

This Agreement contains the County's standard 30-day "no cause" provision (Section V, B) and an additional defunding provision (Section V, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by the 1991 Realignment funding and the SAMHSA Block Grant. The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Tami Nguyen, Management Analyst II, 279-4740

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Agreement

Introduced: 7/25/2025

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 retroactive Mental Health Services Agreement between the County of Monterey and A&A Health Services, LLC for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of $625,923 for the retroactive term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($62,592) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $688,515.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and A&A Health Services, LLC for the provision of mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility, for a maximum County obligation of $625,923 for the retroactive term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($62,592) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $688,515.

SUMMARY/DISCUSSION:
The County contracted with A&A Health Services, LLC for mental health services to Monterey County adult residents with severe psychiatric disabilities in a Board and Care facility for the periods of Fiscal Years (FY) 2021-2025.

This Agreement with A&A Health Services, LLC. is for one (1) fiscal year term from July 1, 2025 to June 30, 2026, which renews and updates Agreement A-16984 ending June 30, 2025. This Agreement renews the same contract provisions, client-driven program, and structured activities provided by A&A Health Services, LLC, which successfully assist the residents to reintegrate into the community. This agreement would continue the care and treatment provisions for seven (7) Monterey County residents.

Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to your board.

Approval of this Agreement meets the requirements of the State Welfare and Institutions Code 5600 (Bronzan-McCorquodale Act) and the California Code of Regulations Titles 9 &22 and sustains the continuity of core services to seriously mentally ill clients of Monterey County.

This Agreement contains the County's standard 30-day "no cause" provision (Section V, B) and an additional defunding provision (Section V, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 3) Ensure access to culturally and linguistically appropriate, customer-friendly, quality health services. It also supports one of the ten essential public health services, specifically: 7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel and Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared By: Tami Nguyen, Management Analyst II, 279-4740

Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachment:
Board Report
Agreement

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **A&A HEALTH SERVICES, LLC** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

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"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **community-based living that provides a normalizing experience for adults with severe psychiatric disabilities.**.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2025** and shall remain in effect until **June 30, 2026.**

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or

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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 F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this

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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. 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.

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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.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

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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.

IX. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   i. Complete written description of event including outcome;

   ii. Written report of CONTRACTOR's investigation and conclusions;

   iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

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X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

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XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this

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Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by

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CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

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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.

XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition,

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physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. 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.

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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.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

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C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

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CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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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.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this

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Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	CONTRACTOR
Melanie Rhodes Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Betty Dominici CEO / Principal-Founder A&A Health Services, LLC 3201 Danville Blvd, #265 Alamo, CA 94507 (415) 710-7538

(The remainder of this page is left intentionally blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CE464EA4829E4B5...
County Counsel

Date: 7/22/2025 | 3:33 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 7/23/2025 | 8:20 AM PDT

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

A&A HEALTH SERVICES, LLC
CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: Betty Dominici BC630E784E514E7...
(Signature of Chair, President, or Vice-President) *

Betty Dominici – CEO / Principal-Founder
Name and Title

Date: 7/14/2025 | 1:38 PM PDT

By: Signed by: John Ramsbacher DE81B2AA080E4A4...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

John Ramsbacher – Principal-Manager
Name and Title

Date: 7/14/2025 | 5:04 PM PDT

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

A&A Health Services, LLC
3201 Danville Blvd, #265
Alamo, CA 94507

Adult Residential Facility address:
13956 San Pablo Avenue
San Pablo, CA, 94806

II. CERTIFICATION/TYPE OF FACILITY LICENSE

A&A Health Services, LLC is licensed as an Adult Residential Facility to provide community-based living that creates a normalizing experience for adults with severe psychiatric disabilities. CONTRACTOR must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. CONTRACTOR must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred in a timely manner to COUNTY (Monterey County Behavioral Health Bureau; MCBHB).

III. SERVICE REQUIREMENT

MCBHB has developed a residential care registry of Monterey County clients in the program. A&A Health Services, LLC will accommodate seven (7) MCBHB System of Care clients who have serious mental illness.

A&A Health Services, LLC is licensed for adult and elderly populations, both ambulatory and non-ambulatory.

IV. PROGRAM GOALS AND OBJECTIVES

In order to receive payment for the care of individuals who are enrolled clients of MCBHB, CONTRACTOR must be licensed by the State of California Community Care Licensing; submit a monthly Cost Reimbursement Invoice Form as Exhibit G, and provide services that will accomplish the following goals and objectives:

GOAL #1 **For clients who require the management of behavioral problems, CONTRACTOR shall provide a level of supervision and intensive interaction that is consistent with the clients' needs as outlined in the client's individualized care plan.**

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Objectives:

1a. CONTRACTOR shall participate with the MCBHB Case Manager, the client and others in the development of an individualized needs assessment and care plan for each client within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.

1b. CONTRACTOR shall work cooperatively with the staff and programs of the MCBHB to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

1c. CONTRACTOR shall attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce the client's need for acute psychiatric services.

1d. CONTRACTOR shall work cooperatively with and provide information to the MCBHB Case Manager to facilitate the evaluation of those clients deemed to require re-admission.

GOAL #2 **CONTRACTOR shall assist the client to become more responsible to take medications as prescribed by the treating physician.**

Objectives:

2a. CONTRACTOR staff shall transport the client to, and/or will monitor, visits for psychiatric treatment at MCBHB.

2b. CONTRACTOR staff shall attend scheduled medication evaluation and planning appointments and will work with MCBHB staff when medications are changed.

2c. CONTRACTOR shall store and dispense medication in an approved and effective manner, following State guidelines.

2d. CONTRACTOR shall maintain an updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

GOAL #3 **CONTRACTOR shall encourage the client to use treatment services and develop continuing support systems.**

Objectives:

3a. CONTRACTOR shall provide transportation for the client to attend services and programs as outlined in each client's individual care plan.

3b. CONTRACTOR shall educate and encourage the client to use the services of the MCBHB Adult Services Programs and other specialized services identified in each client's individualized care plan.

3c. CONTRACTOR staff shall cooperate with the MCBHB Case Manager and the staff of specialized services identified in each client's individualized care plan.

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3d. CONTRACTOR shall document client attendance at community programs in each client's folder.

GOAL #4 **CONTRACTOR shall encourage the client's use of leisure time in a constructive manner.**

Objectives:

4a. CONTRACTOR shall encourage clients to develop regular daily activities or routines.

4b. CONTRACTOR shall hold a weekly group session and provide a weekly outing.

4c. CONTRACTOR shall post information on a monthly basis about programs, groups and activities that are provided by community agencies; facility activities to supplement those provided by community agencies; and all other activities and group sessions for the general and specialized needs and interest of clients.

GOAL #5 **CONTRACTOR shall encourage the client to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

Objectives:

5a. CONTRACTOR staff shall encourage, track, monitor, and reinforce the maintenance of an acceptable level of personal hygiene and grooming by the client, as well as teach self-care when needed.

5b. CONTRACTOR shall provide adequate supplies and materials to accomplish this goal.

5c. CONTRACTOR shall ensure that the client receives an annual medical evaluation and dental check-up and will record the date and results of both in the client's folder.

5d. CONTRACTOR shall monitor to ensure that the client follows up on any established plan to care for identified medical and dental problems and will record these actions in the client's folder.

GOAL #6 **CONTRACTOR shall provide services in a manner that reflects an understanding of the specialized needs of the mentally ill.**

Objective:

6a. CONTRACTOR shall ensure that all administrative staff and staff responsible for the supervision of clients are in compliance with Residential Care Facility training requirements as established by the State of California, and that such training is maintained as mandated by the State.

GOAL #7 **CONTRACTOR shall allow the staff of the MCBHB access to the facility, to the extent authorized by law.**

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Objective:

7a. CONTRACTOR shall work with the staff of the MCBHB to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

V. PROGRAM OUTCOMES

The A&A Health Services program is designed to prepare every client to become as independent as possible, while enjoying an active and supported quality of life.

Clients will leave A&A Health Services facilities with an understanding of their diagnosis, health challenges, medication awareness, trigger awareness, and a variety of individualized coping skills.

Clients will also have an understanding of community resources, their options for school and/or employment where appropriate, a recovery plan for substance abuse where applicable, and a mental health relapse prevention plan.

VI. TREATMENT SERVICES

MCBHB will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHB Case Management staff, initially, and at least every ninety (90) days thereafter. A copy of the completed assessment will be reviewed, scored and approved by the Unit Supervisor. The Behavioral Health Service Manager must certify and approve the assessment for admittance and continuance of the client in the program.

County agrees to provide A&A Health Services names and contact information for Case Managers and/or Conservators in the event of emergencies.

MCBHB agrees that in the event clients placed at the facility are no longer conserved by Monterey County, CONTRACTOR will be notified as to the change of Conservator status. In addition, MCBHB agrees to continue case management responsibility for any client whose Monterey County conservatorship terminates while at CONTRACTOR's facility.

Augmented services provided by A&A Health Services such as transportation outside of Contra Costa County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

VII. BED HOLDS

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalization (Medical and/or Psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time frames indicated above; extensions may be secured with written notice to CONTRACTOR.

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COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

VIII. NOTICE OF TERMINATION

COUNTY will give CONTRACTOR a written one-week notice upon terminating a resident's placement at CONTRACTOR'S facility. COUNTY will be responsible for payment of the term indicated in the termination notice in the event residents are moved from CONTRACTORS facility without provision of a one-week written notice, or before the date indicated on the notice.

IX. DESIGNATED CONTRACT MONITOR

Tawnya Majeski
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
299 12th Street
Marina, CA 93933
Telephone: (831) 647-7680
Email: majeskit@countyofmonterey.gov

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rate.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total contract maximum of **$625,923.**

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

A. Board and Care Service Rate:

Board and Care shall be paid from the clients Supplemental Security Income (SSI) or Supplemental Security Income/Social Security Administration (SSI/SSA) benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or are not at a level to cover the standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.00 per month for a client who receives one check and $1,418.00 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California). These annual adjustments shall be effective without the need for any amendment to this Agreement.

Board and Care Service				
FY Period	**Board & Care Monthly Service**	**Number of Months**	**Estimated # of Clients Per Month**	**Maximum Annual Amounts**
July 1, 2025 - June 30, 2026	$1398 - $1418	12	3	$51,048
			TOTAL MAXIMUM COUNTY OBLIGATION:	**$51,048**

B. Board and Care Supplemental Rate:

1. The COUNTY agrees to pay an augmentation to the SSI/SSA rate based on the service descriptions and rates outlined in the following tables and shall be subject to the applicable cost report provisions of this Agreement:

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a. Standard Board and Care Service Level Units:

Board and Care Service Supplemental Rate				
FY Period	**Board & Care Daily Rate**	**Number of Days**	**Estimated # of Clients Per Day**	**Maximum Annual Amounts**
July 1, 2025 - June 30, 2026	$225	365	7	$574,875
			TOTAL MAXIMUM COUNTY OBLIGATION:	**$574,875**

IV. PAYMENT CONDITIONS

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

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

MCHDBHFinance@countyofmonterey.gov

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

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E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$625,923** for services rendered under this Agreement.

B. Funding Sources and Estimated Amounts per Fiscal Year:

Funded Period	1991 Realignment	SAMHSA Block Grant	Total Amount per FY
July 1, 2025 - June 30, 2026	$525,775	$100,148	$625,923
FUNDING TOTALS:	**$525,775**	**$100,148**	**$625,923**

COUNTY retains the right to adjust funding sources as may be required.

C. Maximum Annual Liability:

FISCAL YEAR MAXIMUM LIABILITY	AMOUNT
July 1, 2025 - June 30, 2026	$625,923
TOTAL MAXIMUM LIABILITY	**$625,923**

D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

E. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain

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obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. 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.

Signed by:
Betty Dominici
BC639E784E514E7...
Signature of Authorized Representative

7/14/2025 | 1:38 PM PDT
Date

A&A Health Services, LLC
Business Name of Contractor

Betty Dominici
Name of Authorized Representative (printed)

CEO / Principal-Founder
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	A&A Health Services, LLC		
Name of Designee	Betty Dominici		
Title of Designee	CEO / Principal-Founder		
Street 3201 Danville Blvd, #265			
City Alamo		State CA	Zip 94507
IRS Employer Identification Number		84-4270782	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signature Betty Dominici BC639E784E514E7... Signature of Contractor		Date 7/14/2025 | 1:38 PM PDT	
Title of Contractor: CEO / Principal-Founder			

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.

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- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of

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cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Signed by:
Betty Dominici
BC639E784E514E7...
Signature of Authorized Representative

7/14/2025 | 1:38 PM PDT
Date

A&A Health Services, LLC
Contractor (Organization Name)

Betty Dominici
Name of Authorized Representative (printed)

CEO / Principal-Founder
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective JULY 1, 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 A&A HEALTH SERVICES, LLC ("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

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(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.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy 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.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

A&A HEALTH SERVICES, LLC
Attn: Betty Dominici
CEO / Principal-Founder
3201 Danville Blvd, #265, Alamo, CA 94507
Phone: (415) 710 - 7538
Fax: N/A
Email: betty@alamoseniorliving.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.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

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available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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: Signed by: Betty Dominici BC630F784F514E7...	By:
Print Name Betty Dominici	Print Name: Elsa M. Jimenez
Print Title CEO / Principal-Founder	Print Title: Director of Health Services
Date: 7/14/2025 | 1:38 PM PDT	Date:

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :	A&A HEALTH SERVICES, LLC	Invoice Number :	
Address Line 1	3201 DANVILLE BLVD, #265	County PO No. :	
Address Line 2	ALAMO, CA 94507	Invoice Period :	
Tel. No.:	(415) 710 - 7538		
Fax No.:			
Contract Term:	July 1, 2025 to June 30, 2026	Final Invoice :	(Check if Yes)
BH Division :			BH Control Number

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Board and Care Residential Rate			$225.00	2,555			0	2,555	100%	$ 574,875	$ -		$ -	$ 574,875.00	100%
Board and Care Monthly Service			$1,418.00	36			0	36	100%	$ 51,048	$ -		$ -	$ 51,048.00	100%
TOTALS				2,591	0	0	0	2,591	100%	$625,923	0.00	0.00	0.00	$625,923	100%

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

Introduced: 7/25/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 1 to the Mental Health Services Agreement A-17250 with Promesa Behavioral Health for the provision of Short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth, extending the term one fiscal year for a new term of September 3, 2024 to June 30, 2027 adding funds totaling $281,736 which represents an increase of $34,224 for FY 2024-2025, $112,708 for FY 2025-2026 and $134,804 for FY 2026-2027 for a revised total Agreement amount not to exceed $318,162; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($31,816) of the original Agreement amount, with a total not to exceed amount of $349,978 and that do not substantially change the scope of services.

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 Amendment No. 1 to the Mental Health Services Agreement A-17250 with Promesa Behavioral Health for the provision of Short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth, extending the term one fiscal year for a new term of September 3, 2024 to June 30, 2027 adding funds totaling $281,736 which represents an increase of $34,224 for FY 2024-2025, $112,708 for FY 2025-2026 and $134,804 for FY 2026-2027 for a revised total Agreement amount not to exceed $318,162; and
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SUMMARY/DISCUSSION:
The County of Monterey currently has Agreement A-17250 with Promesa Behavioral Health to provide residential and specialty mental health services including specialized and intensive care, support, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The goal of the program is to provide therapeutic interventions to treat and ameliorate the behavioral health symptoms and improve function so that children and adolescents may move to a less restrictive and intensive treatment setting.

Promesa Behavioral Health delivered more service units in Fiscal Year (FY) 2024-2025 than previously estimated. This proposed Amendment provides funds for the additional units served. This Amendment also adds funds to Fiscal Year (FY) 2025-2026 to provide Promesa Behavioral Health

with an increased number of service units for them to serve four (4) Monterey County youth and extends the term of the agreement to June 30, 2027.

This Agreement contains the County's standard 30-day "no cause" provision (Section V, B) and an additional defunding provision (Section V, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports one of the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Centered Care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: (7) Link people to needed personal health services and assure the provision of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 2011 Realignment (50%) and Federal Financial Participation (50%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2024-25 and Fiscal Year (FY) 2025-26 Adopted Budgets. The funds for FY2026-27 will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Board Order (Agreement)
Agreement

Introduced: 7/25/2025

Current Status: Health Department - Consent

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County Counsel and Auditor-Controller have reviewed and approved this Agreement as to legal form and fiscal provisions, respectively.

FINANCING:
This Agreement is funded by 2011 Realignment (50%) and Federal Financial Participation (50%). The funds for this Agreement are included in the Health Department's Behavioral Health (HEA012, Unit 8410) Fiscal Year (FY) 2024-25 and Fiscal Year (FY) 2025-26 Adopted Budgets. The funds for FY2026-27 will be included in the Health Department's Behavioral Health (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Board Order (Agreement)
Agreement

Docusign Envelope ID: F759D62E-8EDB-4CE0-BD33-9DC8A555E2B1

AMENDMENT NO. 1 TO AGREEMENT A-17250 BY AND BETWEEN COUNTY OF MONTEREY & PROMESA BEHAVIORAL HEALTH

THIS AMENDMENT is made to MENTAL HEALTH SERVICES AGREEMENT **A-17250** by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PROMESA BEHAVIORAL HEALTH.**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into a twenty-one month MENTAL HEALTH SEVICES AGREEMENT in the amount of $36,426 for the term of September 3, 2024 to June 30, 2026.

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

1. Add $34,224 in Fiscal Year (FY) 2024-2025, $112,708 in Fiscal Year (FY) 2025-2026
2. Provide $134,804 in additional funding and extend the term of the Agreement through Fiscal Year (FY) 2026-2027
3. Revise Program Description
4. Revise Payment and Billing Provisions

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

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.

4. Section V.A. "Term" shall be amended by removing "This Agreement shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2026**." and replacing it with "This Agreement shall be shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2027**."

5. This AMENDMENT NO. 1 shall be effective September 3, 2024.

6. This Amendment increases the contract amount by $281,736 for a revised total agreement amount not to exceed $318,162.

7. A copy of AMENDMENT NO. 1 to Agreement A-17250 shall be attached to the original AGREEMENT executed by the County on March 26, 2025.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Elsa Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF484EA4829E4B5...
County Counsel

Date: 7/22/2025

Approved as to Fiscal Provisions [2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/23/2025

Approved as to Liability Provisions [3]

By: _____
Risk Management

Date: _____

PROMESA BEHAVIORAL HEALTH

By: Signed by: Lisa Weigant 91C2F9ED6138436...
(Signature of Chair, President, or Vice-President)*

Lisa Weigant, CEO
Name and title

Date: 7/22/2025

By: Signed by: Erlan Zuniga B15611B15127458...
(Signature of Secretary, Ass. Secretary, CFO, Treasurer or Asst. Treasurer)*

Erlan Zuniga, CFO
Name and Title

Date: 7/22/2025

County Board of Supervisors' Agreement Number:

*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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SHORT-TERM RESIDENTIAL THERAPETIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Promesa Behavioral Health
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
(559) 439-5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
d. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

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C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter- Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
   v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

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d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.

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i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

1. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
2. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
3. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

E. TREATMENT SERVICES

A. **Mode of Service**: Outpatient

B. Contracted units of services by service type:
Contractor is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary for up to **three (3)** youth, for Fiscal Year (FY) 24/25, **four (4)** youth, for Fiscal Year (FY) 25/26 and four **(4) youth** for Fiscal Year (FY) 26/27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-25			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	519
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			6,903
Mental Health Rehab Specialist			2,896
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			11,358

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Fiscal Year (FY) 2025-26			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,296
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,424
Mental Health Rehab Specialist			7,296
Peer Recovery Specialist			1,440
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1,440
Total			28,896

Fiscal Year (FY) 2026-2027			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,296
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,424
Mental Health Rehab Specialist			7,296
Peer Recovery Specialist			1,440
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1,440
Total			28,896

Services shall be coded under Avatar program Name/Code

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	Address	Code
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**	**TBD**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**	**TBD**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**	**TBD**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**	**TBD**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**	**TBD**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**	**TBD**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**	**TBD**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**	**TBD**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**	**TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

C. Delivery Sites(s):
The CONTRACTOR'S services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	Address
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**

D. Hours of Operation:
The STRTP will operate a twenty-four (24) hours per day, (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

F. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County IPC or by Court Order. The current Agreement is for the **four** (4) eligible residents of Monterey County per Fiscal Year. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
2024-2025	3
2025-2026	4
2026-2027	4

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G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx. The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

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I. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.

A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):
1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria (must have all three):
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

J. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

K. OVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

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L. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
   a. Total number of children/youths served
   b. Number of CFT meetings attended per quarter
   c. Number of children/youths who have returned to lower levels of care
   d. Report on each Outcome Objective in Section III.

M. DESIGNATED CONTRACT MONITOR

Liz Perez-Cordero, Psy. D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
Salinas, CA 93901
(831) 755-8430

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 under Medi-Cal.

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 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

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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 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.

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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.

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.

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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.

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 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,

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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.

B. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

3. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between

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COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

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1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. Telehealth

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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.

V. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action

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- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA).

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-1 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

PROVISIONAL RATE: NEGOTIATED RATE

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

CONTRACTOR may exceed units by clinician within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid for actual usage in arrears, not to exceed the negotiated rates for a total amount not to exceed **$318,162** for **FY 2024-2027** *(amounts are rounded to the nearest dollar)*:

Fiscal Year (FY) 2024-25					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	519	$ 16.99	$ 8,818
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			6903	$ 4.42	$ 30,511
Mental Health Rehab Specialist			2896	$ 3.33	$ 9,644
Peer Recovery Specialist			520	$ 3.33	$ 1,732
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732
Total Maximum Amount FY 2024-25					**$ 52,437**

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Fiscal Year (FY) 2025-26

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)	Rate per UOS (minutes)	Estimated Amount
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1296	$ 16.99	$ 22,019
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17424	$ 4.42	$ 77,014
Mental Health Rehab Specialist			7296	$ 3.33	$ 24,296
Peer Recovery Specialist			1140	$ 3.33	$ 3,796
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1140	$ 3.33	$ 3,796
Total Maximum Amount FY 2025-26					**$ 130,921**

Fiscal Year (FY) 2026-27

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)	Rate per UOS (minutes)	Estimated Amount
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1296	$ 17.50	$ 22,680
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17424	$ 4.55	$ 79,279
Mental Health Rehab Specialist			7296	$ 3.43	$ 25,025
Peer Recovery Specialist			1140	$ 3.43	$ 3,910
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1140	$ 3.43	$ 3,910
Total Maximum Amount FY 2026-27					**$ 134,804**

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IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

   CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

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C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment

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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 **$318,162** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 3, 2024 to June 30, 2025	$52,437
July 1, 2025 to June 30, 2026	$130,921
July 1, 2026 – June 30, 2027	$134,804
TOTAL MAXIMUM COUNTY OBLIGATION:	**$318,162**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the 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.

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VI. BILLING AND PAYMENT LIMITATIONS

D. 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.

E. 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.

F. 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.

G. 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.

H. 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

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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 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.

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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.

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

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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,

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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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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 Glenn Church, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-17250
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement for a retroactive term beginning September 3, 2024 through June 30, 2026 with Promesa Behavioral Health for the provision of Short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth in the amount of $18,213 for Fiscal Year (FY) 2024-2025 and $18,213 for Fiscal Year (FY) 2025-2026 for a total Agreement amount not to exceed $36,426; and
b. Approve and authorize the Director of Health Services or their designee to execute up to three (3) future amendments that do not exceed 10% ($3,642) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $40,069.

PASSED AND ADOPTED on this 18th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels
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 March 18, 2025.

Dated: March 18, 2025
File ID: A 25-048
Agenda Item No.: 51

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
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 **PROMESA BEHAVIORAL HEALTH** (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: **Promesa Behavioral Health is a short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS
EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

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V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2026**.

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,

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insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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;

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4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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.

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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.

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;

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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.

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.

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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.

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

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(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.

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

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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:

   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.

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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 Incentive 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:

   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

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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;

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))

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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)

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.

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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,

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

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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 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

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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.

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

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Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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.

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

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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.

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XVII. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this 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.

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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, 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).

C. 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.;

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3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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.

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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 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;

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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 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.

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Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

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

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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.

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	**CONTRACTOR**
Melanie Rhodes, LMFT, LPCC, CCISM Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 796-1742	Lisa Weigant, MA, CFO Promesa Behavioral Health 7120 N. Marks Avenue, #110 Fresno, CA 93711 (559) 439-5437 ext. 593

(The remainder of this page is left intentionally blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	**PROMESA BEHAVIORAL HEALTH**
By: DocuSigned by: C7A30BA59CA8423...	By: Signed by: Lisa Weigant 91C2F9ED6138436...
Elsa M. Jimenez, Director of Health Services	(Signature of Chair, President, or Vice-President)*
Date: 3/26/2025 | 5:07 PM PDT	**Lisa Weigant, Chief Executive Officer** Name and Title
Approved as to Form[1] DocuSigned by:	Date: 2/6/2025
By: Kevin Serrano CF464EA4829E4B5...	
County Counsel	
Date: 2/14/2025	
Approved as to Fiscal Provisions[2] DocuSigned by:	By: Signed by: Erlan Zuniga 89640DDF9BE04A5...
By: Jennifer Forsyth 4E7E657875454AE...	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Auditor/Controller	**Erlan Zuniga, Chief Financial Officer** Name and Title
Date: 2/14/2025	Date: 2/6/2025
Approved as to Liability Provisions[3]	
By:	
Risk Management	
Date:	

County Board of Supervisors' Agreement Number: _____

*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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SHORT-TERM RESIDENTIAL THERAPETIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Promesa Behavioral Health
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
(559) 439-5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.

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d. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter-Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.

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v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

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g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.
   i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
   ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
   iii. Provide notification to COUNTY of any hospitalization.

III. OUTCOME OBJECTIVES

A. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
B. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
C. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

IV. TREATMENT SERVICES

A. **Mode of Service**: Outpatient

B. Contracted units of services by service type:
Contractor is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary for up to four (4) youth, per fiscal year. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-25			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,100
Mental Health Rehab Specialist			520
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			3,140

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Fiscal Year (FY) 2025-26			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,100
Mental Health Rehab Specialist			520
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			3,140

Services shall be coded under Avatar program Name/Code

	Address	**Code**
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**	**TBD**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**	**TBD**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**	**TBD**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**	**TBD**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**	**TBD**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**	**TBD**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**	**TBD**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**	**TBD**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**	**TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

C. Delivery Sites(s):

The CONTRACTOR'S services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	**Address**
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**

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Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**

D. Hours of Operation:
The STRTP will operate a twenty-four (24) hours per day, (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

V. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County IPC or by Court Order. The current Agreement is for the **four** (4) eligible residents of Monterey County per Fiscal Year. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
2024-2025	4
2025-2026	4

VI. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated

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funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.
A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):
1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

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C. Intervention Related Criteria (must have all three):
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

IX. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

X. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

XI. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
    a. Total number of children/youths served
    b. Number of CFT meetings attended per quarter
    c. Number of children/youths who have returned to lower levels of care
    d. Report on each Outcome Objective in Section III.

XII. DESIGNATED CONTRACT MONITOR

Liz Perez-Cordero, Psy. D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
Salinas, CA 93901
(831) 755-8430

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XIII. 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 under Medi-Cal.

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 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

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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 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

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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 law compliant client authorization to share client information with and among all other

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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.

XIV. 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. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

3. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client’s medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR’s providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of

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Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment

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provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. 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: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA).

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

PROVISIONAL RATE: NEGOTIATED RATE

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

CONTRACTOR may exceed units by clinician within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid for actual usage in arrears, not to exceed the negotiated rates for a total amount not to exceed **$36,426** for **FY 2024-2026** *(amounts are rounded to the nearest dollar)*:

Fiscal Year (FY) 2024-25					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480	$ 16.99	$ 8,155.00
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1100	$ 4.42	$ 4,862.00
Mental Health Rehab Specialist			520	$ 3.33	$ 1,732.00
Peer Recovery Specialist			520	$ 3.33	$ 1,732.00

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Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732.00
Total Maximum Amount FY 2024-25					**$ 18,213.00**

Fiscal Year (FY) 2025-26					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480	$ 16.99	$ 8,155.00
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1100	$ 4.42	$ 4,862.00
Mental Health Rehab Specialist			520	$ 3.33	$ 1,732.00
Peer Recovery Specialist			520	$ 3.33	$ 1,732.00
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732.00
Total Maximum Amount FY 2024-25					**$ 18,213.00**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this

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Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$36,426.00** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 3, 2024 to June 30, 2025	$18,213.00
July 1, 2025 to June 30, 2026	$18,213.00
TOTAL MAXIMUM COUNTY OBLIGATION:	**$36,426.00**

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

VI. BILLING AND PAYMENT LIMITATIONS

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

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that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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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 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

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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 CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

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C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly

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Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:
Lisa Weigant
91C2F9ED6138436...
Signature of Authorized Representative

2/6/2025
Date

Promesa Behavioral Health
Business Name of Contractor

Lisa Weigant
Name of Authorized Representative (printed)

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 Name	Promesa Behavioral Health	
Name of Designee	Lisa Weigant	
Title of Designee	Chief Executive Officer	
Street: 7120 N. Marks Avenue, Suite #110		
City: Fresno	State: CA	Zip: 93711
IRS Employer Identification Number	77-0174896	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signed by: Lisa Weigant 91C2E9ED6138436... CEO Signature & Title of Contractor	Date 2/6/2025	

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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.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- 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.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of 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.

	Promesa Behavioral Health Contractor (Organization Name)
Signed by: Lisa Weigant 91C2F9ED6138436... Signature of Authorized Representative	**Lisa Weigant** Name of Authorized Representative
2/6/2025 Date	Chief Executive Officer Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **September 3, 2024** ("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 **Promesa Behavioral Health** ("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:

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AGREEMENT

1. DEFINITIONS

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. § 164.504I(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

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45 C.F.R. § 164.504I(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504I(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. § 164.410I, 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

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a

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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

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality,

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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 of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

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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. § 164.504I(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 **Survival**. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

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If to Business Associate, to:

Promesa Behavioral Health
Attn: Lisa Weigant, CEO
7210 N Marks Avenue, Suite 110
Fresno, CA 93711
Phone: (559) 439-5437 ext. 593

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

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5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

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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.

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.

I. BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Lisa Weigant 91C2F9ED6138436...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: **Lisa Weigant**	Print Name: **Elsa M. Jimenez**
Print Title: Chief Executive Officer	Print Title: Director of Health Services
Date: 2/6/2025	Date: 3/26/2025 | 5:07 PM PDT

January, 2024

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EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

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: _____ Telephone: _____

Send to:	MCHDBHFinance@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

CONTRACTOR'S NAME

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year _____

Program Name: _____ **AVATAR Program(s):** _____

Unduplicated Number of Clients Served: _____ **Address:** _____

Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medi-Cal Units of Service		Estimated Federal Financial Participation (FFP) Revenue
							$ -
				Approved Budget		Actual for 6 Months	Actual Year-to-Date
A. PROGRAM REVENUES							
Monterey County Funds (Monterey County's Use):							
Provisional Rates							
Estimated Federal Financial Participation (FFP)				$ -			
Cash Flow Advances							
						$ -	
Total Requested Monterey County Funds						$ -	$ -
Other Program Revenues							
TOTAL PROGRAM REVENUES (equals Allowable Costs)				$ -		$ -	$ -
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.							
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.							
A. Mode Costs (Direct Services)				Approved Budget		Actual for 6 Months	Actual Year-to-Date
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)							

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2	Payroll taxes				
3	Employee benefits				
4	Workers Compensation				
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
6	Temporary Staffing				
7	Flexible Client Spending (please provide supporting documents)				
8	Travel (costs incurred to carry out the program)				
9	Employee Travel and Conference				
10	Communication Costs				
11	Utilities				
12	Cleaning and Janitorial				
13	Maintenance and Repairs - Buildings				

		Approved Budget	Actual for 6 Months	Actual Year-to-Date
14	Maintenance and Repairs - Equipment			
15	Printing and Publications			
16	Memberships, Subscriptions and Dues			
17	Office Supplies			
18	Postage and Mailing			
19	Medical Records			
20	Data Processing			
21	Rent and Leases - equipment			
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)			
23	Taxes and assessments (Please identify the property address and method of cost allocation)			
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)			
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)			
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
27	Miscellaneous (please provide details)			
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
29	**Total Mode Costs**	$ -	$ -	$ -
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.			

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30	Salaries and Benefits			
31	Supplies			
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
34	**Total Administrative Costs**	**$ -**	**$ -**	**$ -**
35	**TOTAL DIRECT COSTS**	**$ -**	**$ -**	**$ -**

II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	**Approved Budget**	**Actual for 6 Months**	**Actual Year-to-Date**
36	Equipment (purchase price of less than $5000)			
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity			
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			
45	Interest in Bonds			
46	Interest in Other Long-term debts			
47	Other interest and finance charges			
		Approved Budget	**Actual for 6 Months**	**Actual Year-to-Date**
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services			
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	**Total Indirect costs**	**$ -**	**$ -**	**$ -**

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63 Total Allowable Costs		$ -	$ -	$ -
COST REPORT INFORMATION:				
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of $5000 or more)			
67	Total	0		

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Sample: Social Worker	$ 45,000	0.75	$ 33,750
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Total Salaries and Wages			$ -

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EXHIBIT I: AUDITS AND AUDIT APPEALS

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.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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. Notwithstanding 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.

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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;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

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EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. **Federal Telehealth Law**

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

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a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

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delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."

County of Monterey

Board Report

Legistar File Number: A 25-328

Item No.21

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

August 19, 2025

Introduced: 7/28/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 1 to the Mental Health Services Agreement with FasPsych, LLC., to add funding to support administrative services and extend the term of the agreement to June 30, 2026 for a revised total Agreement amount from $72,000 to $112,350 which represents, an increase of $930 for FY 2024-2025 and $39,420 for FY 2025-2026.

RECOMMENDATION:
It is recommended that the County of Monterey Board of Supervisors:
Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 1 to the Mental Health Services Agreement executed on April 5, 2024 with FasPsych, LLC., to add funding to support administrative services and extend the term of the agreement to June 30, 2026 for a revised total Agreement amount from $72,000 to $112,350 which represents, an increase of $930 for FY 2024-2025 and $39,420 for FY 2025-2026.

SUMMARY/DISCUSSION:
FasPsych, LLC., coordinates access to quality, appropriately licensed behavioral health professionals who provide telepsychiatry to youth housed in Monterey County Juvenile Probation Facilities. Virtual outpatient mental health services are offered 24 hours a day, 7 days per week, and 365 days per year.

On April 5, 2024, the County of Monterey entered into an agreement with FasPsych, LLC., in the amount of $36,000 for FY 2023-2024 and $36,000 for FY 2024-2025 for a total amount not to exceed $72,000. This renewal and amendment adds funds to support FasPsych administrative services and extends the term of the agreement to June 30, 2026. The new rates will be effective January 1, 2025, due to additional funding availability from Probation for necessary administrative activities under this agreement.

This Agreement contains the County's standard 30-day "no cause" provision (Section V, B) and an additional defunding provision (Section V, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This work supports one of the County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 2) Provide Exceptional Person-Centered care through Accessible, Community-Focused Health Services. It also supports one of the ten essential public health services, specifically: (7) Link people to needed personal health services and assure the provisions of health care when otherwise unavailable.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel and Auditor-Controller have reviewed and approved this Renewal and Amendment as to legal form and fiscal provisions, respectively.

FINANCING:
This Renewal and Amendment 1 is funded by the County of Monterey Probation Department. The funds for this Renewal and Amendment 1 in the amount of $18,930 are included in the Probation Department's Juvenile Justice Realignment Grant (020-2720-Sub BSA JJRB) for FY 2024-2025. The funds for FY 2025-26 in the amount of $39,420 will be included in the Probation Department's Juvenile Justice Realignment Grant (020-2720-Sub BSA JJRB).

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

☐ Economic Development:
- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

☐ Administration:
- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

☒ Health & Human Services:
- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

☐ Infrastructure:
- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

☐ Public Safety:
- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Agreement

County of Monterey

Board Report

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BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Check the related Board of Supervisors Strategic Initiatives:

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- Through collaboration, strengthen economic development to ensure a diversified and healthy economy.

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- Promote an organization that practices efficient and effective resource management and is recognized for responsiveness, strong customer orientation, accountability and transparency.

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- Improve health and quality of life through County supported policies, programs, and services; promoting access to equitable opportunities for healthy choices and healthy environments in collaboration with communities.

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- Plan and develop a sustainable, physical infrastructure that improves the quality of life for County residents and supports economic development results.

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- Create a safe environment for people to achieve their potential, leading businesses and communities to thrive and grow by reducing violent crimes as well as crimes in general.

Prepared by: Laura Henderson, Management Analyst II, 235-7548
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 1
Agreement

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

RENEWAL AND AMENDMENT NO. 1 BETWEEN
COUNTY OF MONTEREY & FASPSYCH, LLC.

THIS **RENEWAL AND AMENDMENT NO. 1** is made to the MENTAL HEALTH SERVICES AGREEMENT by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **FASPSYCH, LLC.**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into a two-year MENTAL HEALTH SEVICES AGREEMENT in the amount of $72,000 for the term of April 5, 2024, through June 30, 2025.

WHEREAS, on July 1, 2025, the Agreement between the COUNTY and CONTRACTOR expired.

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

1. Add $930.00 in Fiscal Year (FY) 2024/2025 to support administrative services effective January 1, 2025, through June 30, 2025.
2. Provide additional funding and extend the term of the Agreement through Fiscal Year (FY) 2025-2026.
3. Revise Payment and Billing Provisions

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

1. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

2. Section V, TERM AND TERMINATION, A, Term., shall be amended by removing the language, "This Agreement shall be effective **upon execution** and shall remain in effect until June 30, 2025.," and replacing it with "This Agreement shall be effective **April 5, 2024,** and shall remain in effect until **June 30, 2026**."

3. This RENEWAL AND AMENDMENT NO. 1 increases the contract amount by $40,350.00 for a revised total agreement amount not to exceed $112,350.

4. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement

5. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on April 5, 2024.

(the remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 7/22/2025

Approved as to Fiscal Provisions [2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/23/2025

Approved as to Liability Provisions [3]

By: _____
Risk Management

Date: _____

FASPSYCH, LLC.

By: DocuSigned by: Abraham Barton FFD64DF7C882431...
(Signature of Chair, President, or Vice-President)*

ABRAHAM BARTON, PRESIDENT/CEO
Name and Title

Date: 7/7/2025

By: DocuSigned by: Randy Little 17915CAC1E4E422...
(Signature of Secretary, Ass. Secretary, CFO, Treasurer or Asst. Treasurer)*

RANDY LITTLE/TREASURER/COO/CFO
Name and Title

Date: 7/7/2025

County Board of Supervisors' Agreement Number:

*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 B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

The program services will be paid in arrears, not to exceed the listed negotiated rates for a total maximum of **$112,350** for the term of the Agreement as follows:

FY2023-2024

Description	Hourly Rate	Rates (Per Month)	UOS	Total $ Amt
Client Visits	-	$3,000	12	$36,000
Total Maximum Liability				$36,000

FY2024-2025

Description	Hourly Rate	Rates (Per Month)	UOS	Total $ Amt
Client Visits (10 or fewer visits per month)	-	$3,000	12	$36,000
Administrative Services (Required Training, Mandatory meetings, patient staffing, other required non-clinical activities)	$155.00	-	6	$930
Total Maximum Liability				$36,930

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FY2025-2026

Description	Hourly Rate	Rates (Per Month)	UOS	Total $ Amt
Client Visits (10 or fewer visits per month)	-	$3,000	12	$36,000
Additional Visits	$260.00		6	$1,560
Administrative Services (Required Training, Mandatory meetings, patient staffing, other required non-clinical activities)	$155.00	-	12	$1,860
Total Maximum Liability				$39,420

Program Summary

Service	FY	Total Program Amounts
Psychiatric Health Facility	FY 2023-2024	$36,000
	FY 2024-2025	$36,930
	FY 2025-2026	$39,420
Total		**$112,350**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

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

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or

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end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement,and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$112,350** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2023 – June 30, 2024	$36,000
July 1, 2024 - June 30, 2025	$36,930
July 1, 2025 - June 30, 2026	$39,420
TOTAL MAXIMUM COUNTY OBLIGATION:	**$112,350**

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

VI. BILLING AND PAYMENT LIMITATIONS

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

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applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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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 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

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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 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.

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D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

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

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR

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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
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
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 **FASPSYCH, LLC.** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

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"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: Psychiatric Health Facility and Community Treatment Facility services.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT I: AUDITS AND AUDIT APPEALS
EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS
EXHIBIT K: 24/7 EMERGENCY COVERAGE
EXHIBIT L: PHYSICIAN'S ORDERS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

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A. Term. This Agreement shall be effective **upon execution** and shall remain in effect until **June 30, 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;

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4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract

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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.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

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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.

IX. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   a. Complete written description of event including outcome;

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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.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

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C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current 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:

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1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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.

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.

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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.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from

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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.

XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

D. 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

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and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. 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.

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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.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

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B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and

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obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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

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Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Katy Eckert, MBA Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Abraham Barton President and Chief Executive Officer 8687 E. Via de Ventura, #310 Scottsdale, AZ 85258 (408) 970-9097

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 4/5/2024 | 2:52 PM PDT

By: DocuSigned by: C7A30BA59CA8423...
Department Head (if applicable)

Date: 4/5/2024 | 3:55 PM PDT

By:
Board of Supervisors (if applicable)

Date:

Approved as to Form [1]

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
County Counsel

Date: 4/5/2024 | 9:14 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 4/5/2024 | 2:28 PM PDT

Approved as to Liability Provisions[3]

By: DocuSigned by: David Bolton 68FDC203FF0243C...
Risk Management

Date: 3/27/2024 | 7:44 AM PDT

CONTRACTOR

FASPSYCH, LLC.
Contractor's Business Name *

By: DocuSigned by: Abraham Barton FFD64DF7C882431...
(Signature of Chair, President, or Vice-President) *

Abraham Barton, President/CEO
Name and Title

Date: 3/14/2024 | 8:25 AM PDT

By: DocuSigned by: Randy Little 17915CAC1E4E422...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Randy Little, Treasurer/COO/CFO
Name and Title

Date: 3/14/2024 | 9:17 AM PDT

[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

PSYCHIATRIC TELEHEALTH SERVICES

I. IDENTIFICATION OF PROVIDER

FASPSYCH, LLC.
8687 E. Via de Ventura, #310
Scottsdale, AZ 85258
(480) 970-5318

II. PROGRAM NARRATIVE

CONTRACTOR is a telepsychiatry vendor that provides organizations and facilities with coordinated access to quality, appropriately licensed behavioral health professionals who provide services via telepsychiatry.

A. CONTRACTOR will provide the following Evaluation and Management:

1. 24/7 on-call Psychiatric Nurse Practitioner coverage with an average response time of one hour.
2. Conduct psychiatric assessments/evaluations.
3. Prescribe and monitor medication.
4. Consult with members of the facility as appropriate.
5. Participate in administrative or clinical meetings during pre-scheduled hours.
6. When clinically indicated, perform assessments (e.g., AIMS, MSE), order laboratory tests, and review results.
7. Document as required by County of Monterey, Health Department-Behavioral Health.

B. CONTRACTOR is responsible for performing the following Specialized Services for COUNTY:

1. Participate in Administrative and Clinical activities, including:
   a. Required training
   b. Mandatory meetings
   c. Patient staffing
   d. Other required non-clinical activities

C. Additionally, CONTRACTOR is responsible for recruiting and training of clinicians, provide staffing coverage 24 hours per day, 7 days per week, and 365 days per year, provide medical malpractice liability insurance, provide a call center, provide IT Helpdesk support for connectivity and secure video (COUNTY is responsible for providing computer, camera and connectivity on their end) and provide a collaborating

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Psychiatrist for supervision services to County of Monterey youth placed within juvenile probation facilities.

D. Further responsibilities required of CONTRACTOR:

1. Acquire and maintain the interactive televideo communication equipment and/or software used on Company premises and require the equipment and/or software used offsite by Supplied Personnel to be in working order.
2. Provide Organization with access to, and use of, video conferencing software license(s) to facilitate the provision of Specialized Services to eligible Persons. Access to, and use of, software license(s) is contingent upon Company placing Supplied Personnel with Organization.
3. License(s) will be provided to Organization at no cost, and the number of licenses provided will be proportional to the number of:
    a. Supplied Personnel placed with Organization, and
    b. Sites Supplied Personnel will serve.

E. Require Supplied Personnel to be appropriately licensed, possess a National Identification (NPI) number, and be registered with the Drug Enforcement Agency (DEA) in the state(s) in which controlled substances will be prescribed.

F. Require Supplied Personnel to provide references and copies of applicable documents such as diplomas, licenses, certifications, registrations, certificates of insurance, or other information required for purposes of credentialing and privileging Supplied Personnel with Organization and Organization's payers.

G. Require Supplied Personnel to complete the applications for registration, and/or privileging, and/or credentialing, with Organization's payers such as: Medicaid, Medicare, and private health plans.

H. Require Supplied Personnel to comply with Organization's policies, procedures, and protocols; meet or exceed administrative expectations; and perform clinical duties in accordance with professional standards and the provider's scope of practice.

I. Require Supplied Personnel to adhere to the chain of command in place at Organization (e.g., to report to Organization's medical director or chief clinical officer, to follow direction of site or clinic directors or administrators).

J. Require Supplied Personnel to perform Specialized Services.

K. Require Supplied Personnel to document work in the manner required by, and within the timeframes determined by, Organization (e.g., use computerized practitioner order entry (CPOE) system, electronic medical record (EMR), dictate, complete documentation within 24 hours of service, etc.)

L. Require Supplied Personnel to prescribe medication in the manner required by Organization (e.g., follow applicable formulary, prescribe electronically, use tamper-resistant paper to prescribe controlled substances, mail scripts for schedule II medications, call in prescriptions, etc.)

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M. Require Supplied Personnel to participate in Organization's quality management and/or performance improvement initiatives.

N. Assist designated Organization personnel to ensure Supplied Personnel can connect to, and maintain a connection to Organization via:

1. Video (teleconferencing equipment and/or web-based applications, and/or software)
2. Audio (video and/or telephone)
3. Secure VPN or terminal service connection (EMR, e-Rx, email)

III. PROGRAM GOAL

A. CONTRACTOR program goals are as follows:

1. Increase COUNTY'S capacity to effectively improve mental health access and care for consumers who are housed in juvenile probation facilities.
2. Increase consumers' timely access to care.
3. Increase consumers' participation in mental health prevention and intervention services via tele-mental health services.
4. Facilitate consumers' comfort and satisfaction with tele-mental health service delivery.

IV. PROGRAM OBJECTIVES:

A. CONTRACTOR shall provide virtual outpatient mental health services in compliance with Federal and State laws (Refer to Exhibit J).

B. CONTRACTOR shall provide services via secure and encrypted HIPAA compliant video-conference software to consumers on dedicated workstations located in COUNTY's Juvenile Probation facilities. Virtual sessions shall be provided in an environment that ensures privacy and free from outside noise.

C. CONTRACTOR shall follow emergency protocol procedures described in Exhibit K, 24/7 Emergency Coverage, for client emergencies during and outside of regularly scheduled appointments and business hours.

D. CONTRACTOR shall ensure all informed consent for treatment, member agreement for telehealth, unlicensed clinician, notice of privacy, authorization to release information, consumer rights forms and any other forms required by DHCS or COUNTY are signed by relevant participants. Parents and/or legal guardians of transition age youth or adults have the right to sign for treatment.

E. CONTRACTOR shall provide services according to Exhibit K: 24/7 Emergency Coverage. CONTRACTOR shall be trauma informed and provide services using Evidence Base Practices such Motivational Interviewing, Problem Solving Therapy, Cognitive Behavioral Therapy, and Crisis Oriented Recovery Services; and promising practices including Mindfulness. Each client shall receive up to twelve (12) sessions of mental health services. A session is to be at least fifty (50) minutes. Each client

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shall receive a total not to exceed six hundred (600) minutes.

F. All services shall be consistent with the initial and updated treatment plans and provided in clinically appropriate treatment modalities as authorized and directed by COUNTY in a timely and consistent manner.

G. CONTRACTOR's licensed clinical supervisors shall provide supervision, consultation, clinical oversight, and co-sign any treatment services provided by Psychiatric Nurse Practitioners.

H. CONTRACTOR shall notify COUNTY referring team when there are difficulties reaching a referred client, and when a client case is closed to CONTRACTOR without completing treatment.

I. CONTRACTOR shall have the capacity to deliver services in a manner that is culturally competent and linguistically appropriate (Spanish/English bilingual staff, training, organizational climate) for diverse cultures in Monterey County. Notwithstanding anything to the contrary in the Agreement or its exhibits, CONTRACTOR shall be obligated to provide services in the client's preferred language, provided that language is either English or Spanish. Friends or family members will not be expected to translate.

J. CONTRACTOR shall maintain client electronic records only through the COUNTY designated HIPAA-compliant electronic medical records system ("EMR").

K. CONTRACTOR shall record within COUNTY's EMR content for all services, including but not limited to the Initial Assessment, Psychiatry Medication management Progress Note, and Termination note by the end of their assigned shift on the same day that service is delivered. Providers will record both the time (minutes) used for direct services delivery and documentation.

V. EXPECTED OUTCOMES

A. 100% of County of Monterey Behavioral Health Bureau (MCBHB) consumers referred to CONTRACTOR will be housed in juvenile probation facilities.

B. 100% of consumers referred to CONTRACTOR will receive an initial appointment within two (2) hours of probation facility medical staff contact.

C. At least 50% of consumers who elect Telehealth services will participate in an initial assessment interview.

D. At least 70% of consumers who participate in psychotherapy services will report fully meeting or partially meeting their goals.

E. At least 70% of consumers who participate in an initial assessment interview will complete 6 to 12 sessions.

VI. POPULATION/CATCHMENT AREA TO BE SERVED

A. Monterey County Medi-Cal and non-Medi-Cal residents housed within juvenile probation facilities with mental health conditions.

VII. FINANCIAL ELIGIBILITY

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A. Monterey County clients may receive mental health services regardless of ability to pay or Medi-Cal eligibility. It is anticipated approximately 90% of clients served will have Medi-Cal eligibility.

VIII. TREATMENT SERVICES

A. Service Location: County of Monterey Juvenile Probation facilities

B. Estimated telepsychiatry to serve approximately 83-120 clients per fiscal year.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. COUNTY shall originate referrals through the juvenile probation facility medical staff to provide telepsychiatry service to youth housed in the facility. Service shall be exclusive to after hours, weekends and holidays.

B. COUNTY shall evaluate client's progress in treatment through a Utilization Review process.

X. MEETINGS/COMMUNICATIONS

A. CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager ("Contract Monitor") to monitor progress on consumer and program outcomes, oversee contract implementation, and evaluate contract usage, effectiveness, issues, and recommendations.

XI. REPORTING REQUIREMENTS

MCBHB shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports on the following outcomes data on a quarterly basis no later than thirty (30) days following the end of each quarter to the MCBHB Designated Contract Monitor:

A. Number of after hours, weekend, and holiday calls for psychiatry services

B. Response time measured by time from initial request for telepsychiatry session to time of session with client

C. Client satisfaction of telehealth services

D. Percent of clients who are provided prescriptions for medication (original dispensation or refill of existing prescribed medication).

XII. DESIGNATED CONTRACT MONITOR

Marni Sandoval, Psy. D.
Deputy Director of Behavioral Health, Children and Adolescent Services
Monterey County Behavioral Health
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

The program services will be paid in arrears, not to exceed the listed negotiated rates for a total maximum of **$72,000** for the term of the Agreement as follows:

Monthly Pricing per Year	$3000.00
Number of visits included in monthly price	10
Price per visit if additional visits are needed	$260.00
Psychiatric-Child/Adolescent Hourly Rate	$155.00

Program Summary

Service	FY	Total Program Amounts
Psychiatric Health Facility	FY 2023-24	$36,000
	FY 2024-25	$36,000
Total		$72,000

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient

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fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (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.

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

MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

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 **$72,000** for services rendered under this Agreement.

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B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2023 to June 30, 2024	$36,000
July 1, 2024 to June 30, 2025	$36,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$72,000**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the 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

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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.

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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.

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

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hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

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C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT 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.

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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.

	FASPSYCH, LLC.
	Business Name of CONTRACTOR
DocuSigned by: Abraham Barton FFD64DF7C882431...	**Abraham Barton**
Signature of Authorized Representative	Name of Authorized Representative (printed)
3/14/2024 | 8:25 AM PDT	**President/Chief Executive Officer**
Date	Title of Authorized Representative

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EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☒ Employs fewer than fifteen persons;

B. ☐ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR's Name	CONTRACTOR, LLC	
Name of Designee	Abraham Barton	
Title of Designee	President/Chief Executive Officer	
Street: 8687 E. Via de Ventura, #310 Mailing Address:		
City: Scottsdale	State: AZ	Zip: 85258
IRS Employer Identification Number	20-8454744	

I certify that the above information is complete and correct to the best of my knowledge and belief.

DocuSigned by:
Abraham Barton
FFD64DF7C882431...

Date 3/14/2024 | 8:25 AM PDT

Signature of CONTRACTOR

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EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Culturally 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, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system. (CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

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3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

	FASPSYCH, LLC.
	CONTRACTOR (Organization Name)
DocuSigned by: Abraham Barton FFD64DF7C882431...	**Abraham Barton**
Signature of Authorized Representative	Name of Authorized Representative (printed)
3/14/2024 | 8:25 AM PDT	**President/Chief Executive Officer**
Date	Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **Upon Execution** ("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 **FASPSYCH, LLC** ("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

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will

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remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to

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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 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

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recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate

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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 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

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Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

FasPsych, LLC.
Attn: Abraham Barton
8687 E. Via de Ventura, #310, Scottsdale, AZ 85258
Phone: (480) 970-9097
Fax: (480) 970-5318
Email: Abraham.Barton@faspsych.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer

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1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

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5.10 **Insurance**. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where

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Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Abraham Barton FFD64DF7C882431...	By:
Print Name: **Abraham Barton**	Print Name: **Elsa M. Jimenez**
Print Title: **President/CEO**	Print Title: **Director of Health**
Date: 3/14/2024 | 8:25 AM PDT	Date:

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:	July 1, 2023 - June 30, 2024	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

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: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

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:

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1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

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EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. **Federal Telehealth Law**

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

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a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

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delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."

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EXHIBIT K: REFERRAL PROCESS

- **Referral process (from juvenile probation facility to CONTRACTOR**)
    - Referral from Facility Nursing (Natividad) Staff (RN or NP)
        - Facility Nursing Staff has assessed that a psychiatric need (order or urgent issue) has presented to Juvenile Hall or the Youth Center outside of normal business hours and it is not medically appropriate to wait until the next business day; the Facility Nursing Staff will contact CONTRACTOR.
        - The Facility Nursing Staff will contact CONTRACTOR by phone at: 1-800-473-7569 and provide necessary details to address the presenting need.
        - CONTRACTOR will clarify upon making contact the following details:
            - which Monterey County Juvenile Facility is calling
            - name and date of birth of the youth consumer
            - Both CONTRACTOR and Facility Nursing Staff will exchange email contacts to facilitate the review of Physician Phone Orders for accuracy and for delivery of the signed medication order.
        - Facility Nursing Staff will email the Physician Phone Order to the CONTRACTOR provider for review and to obtain the provider signature to complete the medication order.
        - The Facility Nursing Staff will follow the medical orders and/or support the CONTRACTOR provider to access the youth as needed to make a clinical determination and/or address the specific need.
        - The Facility Nursing Staff will notify the assigned Behavioral Health Juvenile Hall Psychiatrist by email of the contact.
    - Referral from Probation (Director or Probation Services Manager (PSM) of Juvenile Hall or the Youth Center, or their designee)
        - If the Director/PSM or their designee determines that there is an urgent psychiatric concern and other typical options are not available (e.g. just released from the ER back to Juvenile Hall/no longer meets 5150 criteria), they may contact CONTRACTOR for **consultation** and **safety planning**.
        - CONTRACTOR will clarify upon making contact the following details:
            - which Monterey County Juvenile Facility is calling
            - name and date of birth of the youth consumer
        - The Director, PSM, or their designee will contact CONTRACTOR by phone at 1-800-473-7569 and provide the necessary details to address the presenting need, or to address the specific concern.
        - The Director, PSM, or their designee will notify the Juvenile Hall facility Behavioral Health staff for follow-up upon the completion of the consultation.

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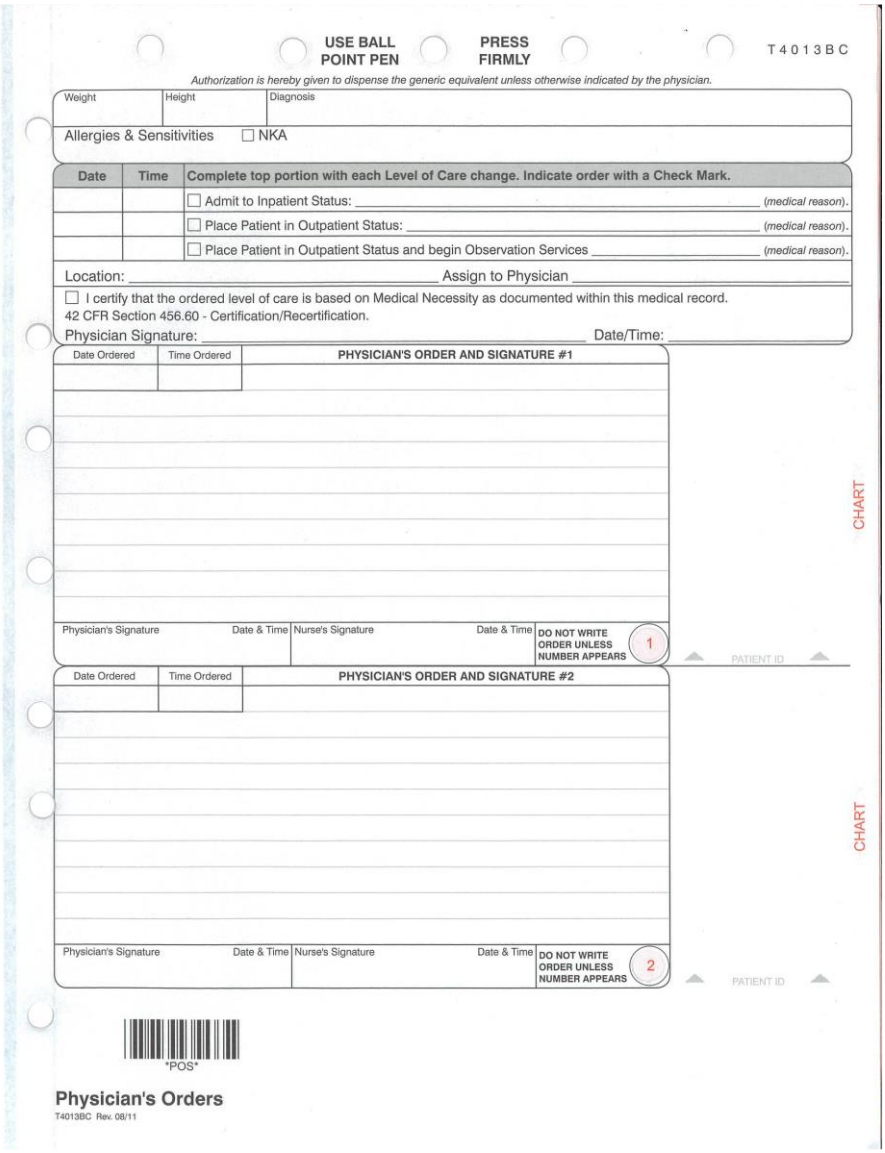
- **Expectations and workflow once CONTRACTOR receives a referral (including timeline expectations)**
    - Upon receiving **a referral for services from** Facility Nursing Staff **staff, CONTRACTOR** will contact the Nursing staff at Juvenile Hall or the Youth Center via telephone within 60 minutes of a request. Natividad Nursing protocols require a Physician Phone Order for any medication needs, updates, or referrals.
        - Juvenile hall nursing direct # (831) 755-3975 Nursing hours 0600-2130
        - Youth Center nursing direct # (831) 796-1254 Nursing hours 0600-1430
    - Upon receipt of a telephone Physician Phone Order initiated by Facility Nursing Staff on a medication renewal, medication review, or other psychiatric need, nursing staff will email the Physician Phone Order (see Exhibit L: Physician's Orders to the contacted provider at 800-473-7569 to ensure the order is correct
    - CONTRACTOR provider will sign and return via email the Physician Phone Order. This serves to complete the facility record.
    - All orders must be signed off and emailed back to the facility within 24 hours of renewal/prescription to ensure the attending Psychiatrist is aware of the change/update and to ensure Title 15 compliance.
    - Per California law, parental consent is required from the parent/guardian before any new medication can be administered, facility nursing staff will coordinate with the parent/guardian on acquiring signed consent under the assumption that the parent/guardian and patient have both been counseled on the purpose and side effects of the medication by way of the prescribing provider.
    - In the event **Probation Facility Staff contacts CONTRACTOR** for consultation and/or safety planning.
        - CONTRACTOR provider will determine if a virtual assessment with the youth consumer is necessary.
        - CONTRACTOR will provide direction to custody staff on safety measures and risk considerations (i.e., when to take the youth to the hospital or when to return the youth to the hospital for evaluation).
- **Documentation Expectations (within Avatar and Prescribing requirements)**
    - Due to the short-term nature of this service, all provider documentation must be **completed within 24 hours of the service request**. Notes include parent notifications, and medication cautions.
    - Open the CONTRACTOR AVATAR program and enter clinical documentation
    - Submit the necessary orders and documents to All Care Pharmacy.
- **Emergency procedures**

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- In the event that there is an emergency during a consultation or assessment with a youth, the CONTRACTOR staff will notify the facility lead or "Officer in Charge" at Juvenile Hall or the Youth Center **immediately**:
  - Call Juvenile Hall – 831-755-3981
  - Call Youth Center – 831-759-6700
- Provide:
  - Clinical direction for care to Facility staff to include:
    - Have youth assessed for a 5150 at local hospital
    - Assessment session with facility youth by CONTRACTOR
    - Safety Planning (in-facility)
    - Follow-up instructions

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EXHIBIT L: PHYSICIAN'S ORDERS



USE BALL POINT PEN PRESS FIRMLY T4013BC

Authorization is hereby given to dispense the generic equivalent unless otherwise indicated by the physician.

Weight	Height	Diagnosis

Allergies & Sensitivities ☐ NKA

Date	Time	Complete top portion with each Level of Care change. Indicate order with a Check Mark.
		☐ Admit to Inpatient Status: _____ (medical reason).
		☐ Place Patient in Outpatient Status: _____ (medical reason).
		☐ Place Patient in Outpatient Status and begin Observation Services _____ (medical reason).

Location: _____ Assign to Physician _____

☐ I certify that the ordered level of care is based on Medical Necessity as documented within this medical record.
42 CFR Section 456.60 - Certification/Recertification.

Physician Signature: _____ Date/Time: _____

Date Ordered	Time Ordered	PHYSICIAN'S ORDER AND SIGNATURE #1

Physician's Signature	Date & Time	Nurse's Signature	Date & Time	DO NOT WRITE ORDER UNLESS NUMBER APPEARS
				1

CHART PATIENT ID

Date Ordered	Time Ordered	PHYSICIAN'S ORDER AND SIGNATURE #2

Physician's Signature	Date & Time	Nurse's Signature	Date & Time	DO NOT WRITE ORDER UNLESS NUMBER APPEARS
				2

CHART PATIENT ID

POS

Physician's Orders

T4013BC Rev. 08/11

County of Monterey

Board Report

Legistar File Number: 25-548

Item No.22

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

August 19, 2025

Introduced: 7/22/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Library Director or their designee to execute an agreement with Branch's Janitorial Service, Inc. with a retroactive term of July 1, 2025, to June 30, 2026, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $11,700

RECOMMENDATION:
Approve and authorize the Library Director or their designee to execute an agreement with Branch's Janitorial Service, Inc. with a retroactive term of July 1, 2025, to June 30, 2026, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $11,700

SUMMARY:
This item is to approve a retroactive contract for janitorial services for the Carmel Valley Library (65 W. Carmel Valley Rd.).

DISCUSSION:
Library facilities all have routine janitorial services to keep public and staff areas clean. This includes public and staff restrooms, emptying trash, cleaning floors, stocking paper supplies, and other services.

Due to the location of some branch libraries, the County's master agreements are not always the most cost effective or efficient option for securing these services. Branch's Janitorial Service has provided janitorial services for the Carmel Valley Library for many years, and their pricing is below that of other companies on current County master agreements. Both the branch library and administrative staff are satisfied with the service.

This contract is retroactive to July 1 due to examination of costs against the other services covered under the master agreements and contracting time with the vendor. Services could not be discontinued during the interim period due to the need to keep libraries clean.

OTHER AGENCY INVOLVEMENT:
County Counsel has reviewed and approved the Agreement as to form. The Office of the Auditor-Controller has reviewed and approved as to fiscal provisions.

FINANCING:
The cost for this contract is anticipated and paid from the Monterey County Free Libraries operational budget, and will not impact the General Fund.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Library facilities are heavily used by the public, including use of public restrooms. Clean, safe, and serviced public facilities are crucial to effective public access to library services.

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, 831-883-7569
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:

County of Monterey

Board Report

Legistar File Number: 25-548

Item No.

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

August 19, 2025

Introduced: 7/22/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve and authorize the Library Director or their designee to execute a one-year agreement with Branch's Janitorial Service, Inc. with a retroactive term of July 1, 2025, to June 30, 2026, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $11,700

RECOMMENDATION:
Approve and authorize the Library Director or their designee to execute a one-year agreement with Branch's Janitorial Service, Inc. with a retroactive term of July 1, 2025, to June 30, 2026, to provide Janitorial Services for the Carmel Valley Library in a not-to-exceed amount of $11,700

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__Economic Development
__Administration
X Health & Human Services
__Infrastructure
X Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, 831-883-7569
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:

Docusign Envelope ID: A5749748-3A18-45D9-9DF1-E9633FF747A0

Docusign Envelope ID: DFA4B161-781A-4FA5-B7AE-43847B73DC02

Docusign Envelope ID: 353A1FC7-FCA9-4DAD-B017-2ABBF793DF50

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:
Branch's Janitorial Service, Inc.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: janitorial duties for the Carmel Valley Library

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: $11,700.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 07/01/2025 to 06/30/2026, 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:

Docusign Envelope ID: A5749748-3A18-45D9-9DF1-E9633FF747A0
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Docusign Envelope ID: 353A1FC7-FCA9-4DAD-B017-2ABBF793DF50

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Jennifer Hansen Administrative Services Officer	Samuel Branch Owner
Name and Title	Name and Title
188 seaside Cir Marina, Ca. 93933	218 Reindollar Ave Ste 5B Marina, Ca. 93933
Address	Address
831-883-7569	831-384-2579
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.

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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: _____
Contracts/Purchasing 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: 851F1EAB7315423... _____
County Counsel

Date: 7/21/2025 | 9:20 AM PDT

Approved as [illegible]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... _____
Auditor/Controller

Date: 8/1/2025 | 7:14 AM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

Branch"s Janitorial Services, Inc.
Contractor/Business Name *

By: DocuSigned by: Samuel Branch 290635F6A5D84FA...
(Signature of Chair, President, or Vice-President)

Samuel Branch President
Name and Title

Date: 7/8/2025 | 6:20 PM PDT

By: DocuSigned by: Samuel Branch 290635F6A5D84FA...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Samuel Branch President
Name and Title

Date: 7/8/2025 | 6:20 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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SOLE SOURCE/SOLE BRAND JUSTIFICATION

OVERVIEW:

On rare occasions there may be a need to purchase goods or services from one vendor/contractor without going to formal bid or requesting competitive quotations. This is known as "Sole Source" purchasing. This document does not replace an Agreement.

"Sole Source" purchasing is authorized by Monterey County Code 2.32.040, Emergency Purchases, and by Monterey County Code 2.32.070, Competitive Bidding Not Required.

"Sole Source" purchasing may be necessary under certain circumstances such as an emergency wherein the department head or other County Official who is authorized to sign requisitions may purchase items for the continuance of the department function, or that items purchased are necessary for the preservation of life or property, and that no authorized purchasing department personnel are immediately available to make the purchase.

A sole source may be designated when it is apparent that a needed product or service is uniquely available from the source, or for all practical purposes, it is justifiably in the best interest of the County. The designation of a "Sole Source" supplier must be authorized by the County Purchasing Agent or Deputy-Purchasing Agent before the requirement for competitive quotations is waived.

In an effort to expedite sole source/brand requisition requests through Contracts/Purchasing, we would encourage you to review the criteria for Sole Source/Brand form herein. If you feel your request meets such criteria, follow the instructions in filling out the form, along with a Department Head signature approving the request on behalf of their department. If sole source/brand justification is warranted and accepted by Purchasing, the request shall be signed by the Contracts/Purchasing Officer (CPO).

This is an internal review process. Departments are requested to use discretion in their discussion with vendors so as not to compromise any competitive advantage the Buyer may utilize, regardless of the acceptance or rejection of the sole source/brand justification.

Contracts/Purchasing will advise you when a particular competitive review process may both serve the County better and/or be required by governing law.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

PROCEDURE:

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Sole source/brand purchasing is an exception to the normal procurement function and requires a detailed justification. In processing sole source/brand requests for supplies, services and/or equipment, Contracts/Purchasing adheres to and is governed by the principles set forth in both the Federal and State Laws governing public purchasing and the Public Contract Code, and by the adopted and approved County of Monterey Policies and Procedures.

If you are requesting a particular vendor, brand, or product, you must make this fact clear on your request. Such a request should not be made unless the request is reasonable and appropriately justified to meet legal requirements and can withstand a possible audit. The County requirements and the format for submitting such requests are contained herein.

The **JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST** is **NOT** an agreement.

The following factors **DO NOT** apply to sole source/brand requests and should not be included in your sole source/brand justification. They will not be considered and only tend to confuse the evaluation process.

1. Personal preference for product or vendor
2. Cost, vendor performance, and local service (this may be considered an award factor in competitive bidding)
3. Features which exceed the minimum department requirements
4. Explanation for the actual need and basic use for the equipment, unless the information relates to a request for unique factors
5. A request for no substitution submitted without justification. This is a sole source/brand request requiring detailed justification including established sole source/brand criteria

Please make copies of the Criteria for Sole Source/Brand form for your future use.

Docusign Envelope ID: 32D046F7-1187-4545-A57C-E8FE6BCD5ABC

DocuSign Envelope ID: 623B5C3D-58AD-4C28-B109-7ACCB93A285C

County of Monterey
General Services- Contracts/Purchasing Division
JUSTIFICATION OF SOLE SOURCE/SOLE BRAND REQUEST

Date 7/30/25

1. Please indicate the following:

Procurement: ☐ Goods ☑ Services

Description of Item: Janitorial Services at the Carmel Valley Library

(Check One)

☐ Sole Source: Item is available from one source only. Item is a one-of-a kind and is not sold through distributors. Manufacturer is the exclusive distributor.

☐ Sole Brand: Various sources can supply the specified model and brand and competitive bids will be solicited for the requested brand only. Meets form, fit and function- nothing else will do.

Note: Sole Source/Sole Brand Requests are not maintained as a standing request. Each request is for a single one-time purchase only.

Sole Source/Sole Brand Request is not an Agreement.

2. Vendor Selection:

○ Preferred Vendor
◉ Sole Source

Vendor Name: Branches Janitorial
Address: 218 Reindollar Ave Ste 5B City: Marina State: Ca
Phone Number: (831)384-2579 Fax: (____)
Contact Person: Samuel Branch Title: Owner
Federal Employer #: _____

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3. Provide a brief description of the goods/services to be purchased and why this purchase is being proposed under a sole source acquisition.

   a) Why were product and/or vendor chosen?

   Taking a look at the new County CSA for janitorial services for the Carmel Valley Library, Branches came in at $400.00s per month then the lowest bid for that location. Branches has been cleaning the Carmel Valley Library for a few years and the staff are very happy with his work and how easy it is to work with them.

   b) What are the unique performance features of the product/brand requested that are not available in any other product/brand? For Services: what unique qualifications, rights, and licenses does the vendor possess to qualify as a sole source/brand request?

   Branches Janitorial has come in at least $400.00 cheaper per month than all of the new County CSA's for janitorial services. Branches is the current janitor and the Carmel Valley staff are happy with the cleaning.

   c) Why are these specific features/qualifications required?

   Although I have had to find all new janitors for all library locations, Branches janitorial has maintained a great relationship with the Carmel Valley Library and his prices are far less per month.

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d) What other products/services have been examined and/or rejected?

When loking at the other 6 quotes for the current janitorial CSA branches continues to come in at hundreds of dollars cheaper then the other bids. He is also a local vendor and has done an amazing job keeping the branch clean.

e) Why are other sources providing like goods or services unacceptable (please give a full meaningful explanation)?

Other vendors have come in way over price what Branches is currently asking per month.
anywhere from $400.00 to $1735.00 over what Branches is currently asking.

f) What are the unique performance features REQUIRED (not merely preferred), and how would your requirement be inhibited without this particular item or service?

Branches has been cleaning this library for a few years now and has a relationship with the library staff, and in turn is a County small business. Cost per month was a huge factor in asking for a sole source justification. Due to the budget contratints it would be good to be able to keep costs down with a local vendor who has already shown himself to be a value to the library.

g) Estimated Costs:

The quote is $645.00 / month with will come out to $7740.00 per year

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4. Is there an unusual or compelling urgency associated with this project?

☑ No

☐ Yes (Please describe)

THE FOLLOWING TO BE COMPLETED BY THE REQUESTOR

I hereby certify that:

1. I am an approved department representative and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
2. I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment.
3. The information contained herein is complete and accurate.
4. There is justification for sole source/brand purchasing noted above as it meets the County's criteria.
5. A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DocuSigned by:
Jennifer Hansen
538FB1ECB14044F...
Requestors Signature — 7/31/2025 | 9:34 AM PDT Date

DocuSigned by:
Hillary Theyer
57A9654E8DB2438...
Authorized Signature by Department Head — 7/30/2025 | 11:03 AM PDT Date

Signed by:
Tom Skinner
30F2300D718745F...
Approved by Contract/Purchasing Officer — 7/30/2025 | 11:56 AM PDT Date

County of Monterey

Board Report

Legistar File Number: 25-564

Item No.23

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

August 19, 2025

Introduced: 8/1/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve and authorize the Library Director or their designee to execute an agreement with UV Landscaping LLC, with a retroactive term of July 1, 2025, through June 30, 2026, to provide landscaping services and weed abatement at the San Lucas Library in a not-to-exceed amount of $5,160

RECOMMENDATION:

Approve and authorize the Library Director or their designee to execute an agreement with UV Landscaping LLC, with a retroactive term of July 1, 2025, through June 30, 2026, to provide landscaping services and weed abatement at the San Lucas Library in a not-to-exceed amount of $5,160

SUMMARY:

This item is to approve a retroactive contract for landscaping services from UV Landscaping LLC, for the San Lucas Library (54692 Teresa St)

DISCUSSION:

This contract is for landscaping services for the San Lucas Library. The Library has contracted with UV Landscaping LLC, for these Landscaping services.

This contract is retroactive to July 1 due to unexpected contracting time with the vendor. As the prior agreement had lapsed without renewal, a new agreement became required. Services could not be discontinued during the interim period due to the need for landscaping services for the facility.

FINANCING:

The costs for this contract is anticipated and paid from the Monterey County Free Libraries operational budget, and will not impact the General Fund.

OTHER AGENCY INVOLVEMENT:

County Counsel has reviewed and approved the Agreement as to form. The Office of the Auditor-Controller has reviewed and approved as to fiscal provisions.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

Clean and organized facilities are required for effective public library services.

__Economic Development
__Administration
X Health & Human Services
__Infrastructure
__Public Safety

Prepared by: Jennifer Hansen, Administrative Services Officer, 831-883-7569
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:

County of Monterey

Board Report

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X Health & Human Services
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Prepared by: Jennifer Hansen, Administrative Services Officer, 831-883-7569
Approved by: Hillary Theyer, Library Director, 831-883-7566

Attachments:

Docusign Envelope ID: D5FAD5E0-4752-455D-BF20-E7ECB15D49B9

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:
UV LANDSCAPING LLC

(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: LANDSCAPING SERVICES AND WEED ABATEMENT AT THE SAN LUCAS LIBRARY ON A MONTHLY BASIS

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: $ 5,160.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from JULY 1 ,2025 to JUNE 30, 2026, 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:

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

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:**
Jennifer Hansen Administrative Services Officer	Brian Teixeira OWNER
Name and Title	Name and Title
188 seaside Circle Marina, Ca. 93933	PO Box. 4022 Salinas, Ca. 93912
Address	Address
831-883-7569	831-275-5296
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance

of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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 **********

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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: _____
Contracts/Purchasing 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: 851F1EAB7315423... _____
County Counsel

Date: 8/5/2025 | 11:04 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... _____
Auditor/Controller

Date: 8/5/2025 | 1:56 PM PDT

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager

Date: _____

CONTRACTOR

UV LANDSCAPING LLC
Contractor/Business Name *

By: Signed by: 1C6F9B52378F469... _____
(Signature of Chair, President, or Vice-President)

Brian Teixeira Owner/managing member
Name and Title

Date: 8/1/2025 | 1:32 PM PDT

By: Signed by: 1C6F9B52378F469... _____
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Brian Teixeira Owner/managing member
Name and Title

Date: 8/1/2025 | 1:32 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 for UV Landscaping LLC

Monthly landscape maintenance services:

- Trim & removal of groundcover away from walkways, driveways, and curbs
- Trimming and maintaining all hedges or bushes for clean appearance.
- Remove weeds and other foreign growth from all areas including, shrubs, rock areas and ground cover areas.
- Trim trees **(under 10')** & shrubs, remove debris, inspect, and adjust tree supports as necessary.
- Blow off all debris & trash in parking lot areas/driveway regularly

$430.00 per month

07/01/2025 – 06/30/2026

Introduced: 8/1/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 1 to the Standard Agreement with ConvergeOne, Incorporated for infrastructure services on an as-needed basis, increasing the agreement amount by $152,000 for a revised agreement total of $250,000 and extending the term through September 16, 2028; and
b. Authorize the Chief Information Officer, or his designee, to execute associated order forms and such documents as are necessary for services with ConvergeOne, Incorporated; and
c. Authorize the Chief Information Officer the option to extend the agreement up to three (3) additional one (1) year periods though September 16, 2031 provided that the total additional costs do not exceed 10% of the prior year's cost, with a maximum total increase of $184,480 for a total agreement not to exceed amount of $434,480 and so long as the Order Forms do not significantly alter the terms of the Standard 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 Standard Agreement with ConvergeOne, Incorporated for infrastructure services on an as-needed basis, increasing the agreement amount by $152,000 for a revised agreement total of $250,000 and extending the term through September 16, 2028; and
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SUMMARY:
ConvergeOne Incorporated (C1) provides a full suite of technology services, including enterprise networking, unified communications, contact center solutions, data centers, cloud infrastructure and migration, cybersecurity, and customer experience platforms. The Information Technology Department (ITD) has used services since 2020 on an as-requested basis. ITD is requesting continuation of service for an additional three years.

DISCUSSION:
C1 has assisted with several intricate projects for ITD's Infrastructure Division. C1 supported ITD with Azure Entra P2 implementation which significantly improved County's security posture. The solution offers advanced identity and access management capabilities, including enhanced security features like risk-based conditional access, privileged identity management (PIM), and identity governance, according to Microsoft. In addition, C1 has provided implementation support for the Microsoft Business-to-Business services between the County and Natividad Medical Center (NMC) to securely collaborate using their own user credentials. The project improves efficiency for both County and NMC, and access to shared county resources.
The approval of this agreement will allow the County to request quotes for service in the future.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed this Agreement with ConvergeOne Incorporated and approves as to legal form. Auditor-Controller's Office has reviewed the Agreement and approves to fiscal provisions.

FINANCING:
The $50,667 necessary for the first year of this amendment has been included in the FY 2025-2026 Adopted Budget for the Information Technology Department, ITD 1930, Appropriation INF002, Budget Unit 8436. All future year costs will be included in the submitted budget for each of the respective fiscal years.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Amendment No. 1 provides the ability to continue the use services with C1 on an as-needed basis, ensuring the County's infrastructure is secure and in compliance with best business practices.

____ 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 Chatham, Chief Information Officer, 759-6920

Attachments:
Standard Agreement
Amendment No. 1

Introduced: 8/1/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Authorize the Chief Information Officer to execute Amendment No. 1 to the Standard Agreement with ConvergeOne, Incorporated for infrastructure services on an as-needed basis, increasing the agreement amount by $152,000 for a revised agreement total of $250,000 and extending the term through September 16, 2028; and
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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 Chatham, Chief Information Officer, 759-6920

Attachments:
Standard Agreement
Amendment No. 1

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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:
ConvergeOne, Inc.
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide:

Infrastructure modification and update services to include: cybersecurity, Data Center, Cloud Computing and Network

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:$ 98,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 1, 2020 **to** September 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:

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: N/A

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to

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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:**
Alex Zheng, Infrastructure Manager	Adam Eisenberg, Region Manager
Name and Title	Name and Title
1590 Moffett Street Salinas, CA 93905	940 Riverside Parkway, Suite 70 West Sacramento, CA 95605
Address	Address
(831) 759-6991	(415) 969-6880
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.

DocuSign Envelope ID: 5564504F-9961-4571-98A1-2B83E248E54B

16.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Michael R. Derr — Contracts/Purchasing Officer

Date: 9/16/2020 | 1:39 PM PDT

By: _____ Department Head (if applicable)

Date: _____

By: _____ Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Katherine Hansen — County Counsel

Date: 9/16/2020 | 11:03 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Gary Giboney — Auditor/Controller

Date: 9/16/2020 | 11:07 AM PDT

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

CONTRACTOR

ConvergeOne, Inc.

Contractor's Business Name*

By: _____

(Signature of Chair, President, or Vice-President) *

Stephen Monteros, Vice President

Name and Title

Date: 8/24/2020

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure) *

Rui Goncalves, Secretary

Name and Title

Date: 8/25/2020

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

DocuSign Envelope ID: 5564504F-9961-4571-98A1-2B83E248E54B

EXHIBIT-A

To Agreement by and between
The County of Monterey, hereinafter referred to as "COUNTY"
AND
ConvergeOne, Inc. hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

I. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff under the direction of the COUNTY, and will otherwise do all things necessary for, or incidental to, providing infrastructure services. This will cover modifications and updates to the COUNTY's infrastructure, which shall include:

a. Cybersecurity: CONTRACTOR shall modify, change, implement, and customize Cybersecurity solutions. CONTRACTOR shall also identify the most critical gaps and line up solutions that build toward an interoperable, efficient architecture, which includes but is not limited to Next Generation Infrastructure, Cloud Security, Endpoint Protection, Identity and Access Management, and Threat Correlation.

b. Data Center: CONTRACTOR shall modify, change, implement, and customize data center infrastructure for COUNTY business for data center optimization and new requirements; and provide expertise around computing, storage, networking, virtualization, management, back-up, disaster recovery, and Cyber recovery.

c. Cloud computing: CONTRACTOR shall modify, change, implement, customize and deploy Cloud solutions including but limited to Azure and AWS, based on the needs and discretion of the COUNTY.

d. Network Infrastructure: CONTRACTOR shall provide support, configuration, and design services to help address the network requirements of the COUNTY, and CONTRACTOR shall design and deploy network infrastructure solutions.

e. Microsoft Consulting: CONTRACTOR shall provide consulting services and shall recommend and implement best practices COUNTY's use of the Microsoft Modern Workplace, Identity and Threat Prevention, and general Microsoft infrastructure.

II. PAYMENT PROVISIONS

a. COMPENSATION/ PAYMENT

COUNTY shall pay an amount not to exceed $98,000 for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

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Cybersecurity:	hourly rate of $247
Data Center:	hourly rate of $247
Cloud	hourly rate of $268
Network Infrastructure	hourly rate of $247
Microsoft Consulting	hourly rate of $245

b. There shall be no travel reimbursement allowed during this Agreement. CONTRACTOR will send COUNTY invoices no later than 90 days after work is completed.

c. COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed. CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Amendment No. 1
to the
Standard Agreement
Between ConvergeOne, Inc. and
The County of Monterey, Acting Through Its Information Technology Department
For
Infrastructure Services

THIS AMENDMENT is made to the Standard Agreement ("Agreement") dated September 16, 2020, for infrastructure services on an as-needed basis by and between ConvergeOne, Inc., hereinafter "CONTRACTOR" and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "COUNTY."

RECITALS

WHEREAS, COUNTY and CONTRACTOR currently wish to amend the Agreement to extend the term through September 30, 2028, and add an additional $152,000 to continue services on an as-needed basis.

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

1. Item 2.0 PAYMENT PROVISIONS: shall be amended to "The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: $250,000.00."

2. Item 3.0 TERM OF AGREEMENT 3.01 shall be amended to "The term of this Agreement is from October 1, 2020, to September 30, 2028."

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.

This space left blank intentionally.

IN WITNESS WHEREOF, the parties have executed this AMENDMENT No. 1 on the day and year written below.

MONTEREY COUNTY	**CONTRACTOR**
	By: Shane Harper
Contracts/Purchasing Officer	Regional Vice President
Dated:	Dated: 08/05/2025
Approved as to Fiscal Provisions:	By:
	Rui Goncalves, Chief Legal Officer and Secretary
Deputy Auditor/Controller	
	Dated: 08/05/2025
Dated:	
Approved as to Liability Provisions:	
David Bolton, Risk Manager	
Dated:	
Approved as to Form *Office of the County Counsel* *Susan K. Blitch, County Counsel:*	
Samuel Beiderwell, 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.

County of Monterey

Board Report

Legistar File Number: 25-578

Item No.25

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

August 19, 2025

Introduced: 8/6/2025

Current Status: General Government - Consent

Version: 2

Matter Type: General Agenda Item

Approve authorizing the Auditor-Controller and Treasurer-Tax Collector to refund taxes without requiring constituents to file a claim for refund, when specified conditions are met as allowed under the Revenue and Taxation Code Section 5105.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
Approve authorizing the Auditor-Controller and Treasurer-Tax Collector to refund taxes without requiring constituents to file a claim for refund, when specified conditions are met as allowed under the Revenue and Taxation Code Section 5105.

SUMMARY/DISCUSSION:
Revenue and Taxation Code (RTC) Section 5105 authorizes the Auditor-Controller's Office (ACO) and Treasurer-Tax Collector (TTC) to issue refunds of taxes directly to the assessee or latest recorded owner of a property without requiring a claim for refund, provided two conditions are met: (1) No transfer of the property has occurred during or since the fiscal year for which the taxes subject to refund were levied, and (2) The refund amount is less than $10,000.

Adopting the resolution will reduce administrative cost to the County and enable constituents to receive their refunds promptly without the administrative burden of filing a claim.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed as to form.

FINANCING:
There is no financial impact on the County's General Fund with this recommend action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The adopted resolution aligns with the Board of Supervisors' Strategic Initiatives for Administration. The adopted resolution will eliminate administrative burden and expedite refunds to constituents.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services

__Infrastructure
__Public Safety

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 755-5286
Approved by: Rupa Shah, CPA Auditor-Controller, 755-5084

Attachments:
Board Report
Resolution

Docusign Envelope ID: 455B0A23-F5B4-4220-8784-940ED501495A

County of Monterey

Board Report

Legistar File Number: 25-578

Item No.

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

August 19, 2025

Introduced: 8/6/2025
Version: 2

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve authorizing the Auditor-Controller and Treasurer-Tax Collector to refund taxes without requiring constituents to file a claim for refund, when specified conditions are met as allowed under the Revenue and Taxation Code Section 5105.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt a resolution to:
Approve authorizing the Auditor-Controller and Treasurer-Tax Collector to refund taxes without requiring constituents to file a claim for refund, when specified conditions are met as allowed under the Revenue and Taxation Code Section 5105.

SUMMARY/DISCUSSION:
Revenue and Taxation Code (RTC) Section 5105 authorizes the Auditor-Controller's Office (ACO) and Treasurer-Tax Collector (TTC) to issue refunds of taxes directly to the assessee or latest recorded owner of a property without requiring a claim for refund, provided two conditions are met: (1) No transfer of the property has occurred during or since the fiscal year for which the taxes subject to refund were levied, and (2) The refund amount is less than $10,000.

Adopting the resolution will reduce administrative cost to the County and enable constituents to receive their refunds promptly without the administrative burden of filing a claim.

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has reviewed as to form.

FINANCING:
There is no financial impact on the County's General Fund with this recommend action.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The adopted resolution aligns with the Board of Supervisors' Strategic Initiatives for Administration. The adopted resolution will eliminate administrative burden and expedite refunds to constituents.

Mark a check to the related Board of Supervisors Strategic Initiatives
__Economic Development
X Administration
__Health & Human Services
__Infrastructure

Docusign Envelope ID: 455B0A23-F5B4-4220-8784-940ED501495A

__Public Safety

Prepared by: Jennifer Forsyth, Auditor-Controller Analyst II, 755-5286
DocuSigned by: Jennifer Forsyth 4E7E657875454AE... 8/7/2025 | 2:54 PM PDT

Approved by: Rupa Shah, CPA Auditor-Controller, 755-5084
DocuSigned by: 5020CB565A18490... 8/8/2025 | 9:17 AM PDT

Attachments:
Board Report
Resolution

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

Resolution #_____

Approve the Operation of Section 5105 of the California Revenue and Taxation Code for property tax refunds.)

WHEREAS, existing property tax law requires property taxes to be refunded to the taxpayer or last recorded owner, as provided, under specified circumstances and generally requires that a refund only be made pursuant to a claim for refund. Existing law also requires the claim to be verified by the person who paid the tax, including his or her guardian, executor, or administrator; and

WHEREAS, Senate Bill 1246, which added Section 5105 to the California Revenue and Taxation Code and was Chaptered by the Secretary of State on September 11, 2018, became effective January 1, 2019; authorizing the Auditor-Controller to issue refunds of taxes when certain conditions are met, including whether the amount of the refund is less than $5,000; and

WHEREAS, Assembly Bill 3134 was enacted and became effective January 1, 2025, amending California Revenue and Taxation Code Section 5105 increasing the amount of refund to less than $10,000; and

WHEREAS, California Revenue and Taxation Code Section 5105 stipulates that the Board must adopt a resolution or ordinance for its provisions to become operative; and

WHEREAS, the amended California Revenue and Taxation Code Section 5105 allows for the issuance of refunds for taxes directly to the assessee or latest recorded owner of the property, as shown on the tax roll, without requiring a claim for refund, provided the following conditions are met: (1) There has been no transfer of the property during or since the fiscal year for which the taxes subject to refund were levied, and (2) The amount of the refund is less than ten thousand dollars ($10,000);

NOW, THEREFORE, BE IT RESOLVED: The Board of Supervisors hereby:

1. Approves the operation of Section 5105 of the California Revenue and Taxation Code eliminating the requirement for a claim for refund for taxes or assessments, when the specified conditions are met.

PASSED AND ADOPTED THIS _____ day _____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

Introduced: 8/7/2025

Current Status: General Government - Consent

Version: 1

Matter Type: Ordinance

a. Adopt an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y;
b. Adopt a Resolution to:
i. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to amend Sections A.9.19 Longevity Pay, A.10.3 Expense Allowance; A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y, A.23 Professional Organization Membership and Employee Job Enhancement, A.24.8 Floating Holiday, Section A.25.6 Vacation Pay Off, A.36 Elected Officials (Unit Y) In-lieu Service Credit, A.52 Units Y and ZX 401(a) Contribution, and add Section A 30.17 Annual Payoff upon Assuming Elective Office;
ii. Authorize the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Board of Supervisors, Fund 001, Appropriation Unit BOA001, to increase appropriations by $56,042, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required);
iii. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:

It is recommended that the Board of Supervisors consider:

a. Adopt an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y;
b. Adopt a Resolution to:
   i. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to amend Sections A.9.19 Longevity Pay, A.10.3 Expense Allowance; A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y, A.23 Professional Organization Membership and Employee Job Enhancement, A.24.8 Floating Holiday, Section A.25.6 Vacation Pay Off, A.36 Elected Officials (Unit Y) In-lieu Service Credit, A.52 Units Y and ZX 401(a) Contribution, and add Section A 30.17 Annual Payoff upon Assuming Elective Office;
   ii. Authorize the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Board of Supervisors, Fund 001, Appropriation Unit BOA001, to increase appropriations by $56,042, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required);
   iii. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY/DISCUSSION:
On August 5, 2025, the Board of Supervisors introduced and waived the first reading of the draft ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code and advanced the ordinance for consideration of adoption at the meeting on August 19, 2025, at 10:30 a.m.

On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), to in part clarify the definition of "Compensation" to include health and welfare benefits provided to management elected officials and authorize the granting of such.

On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667 to amend Chapter 2.04 to set the method of compensation for travel and meal expenses of Board members. Chapter 2.04 currently provides members of the Board with an option to choose either the actual and necessary expenses for travel and meals incurred in the performance of their duties, or a flat sum of $150 per month for travel and the actual and necessary expenses for meals incurred in the performance of their duties within the County and actual and necessary expenses for travel and meals incurred in the performance of their duties outside the County.

On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011 to again amend Chapter 2.04 relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

The intent of the above-described ordinances was for the Board to receive the same health and welfare benefits and special pays that are provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted over the years to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors such as the Elected Official In-Lieu Service Credit, Unit Y Automobile Allowance, Professional Development Stipend and Longevity Pay.

The proposed ordinance is attached to this report as Attachment A. Additionally, a redlined version of the ordinance showing the proposed changes is attached as Attachment B.

In order to effectuate the changes to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y amendments to the Personnel Policies and Practices Resolution ("PPPR") No. 98-394 are needed. The following sections of the PPPR are recommended to be amended:

A.9.19 Longevity Pay
A.10.3 Expense Allowance
A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y
A.23 Professional Organization Membership and Employee Job Enhancement
A.24.8 Floating Holiday
A.36 Elected Officials (Unit Y) In-lieu Service Credit
A.52 Units Y and ZX 401(a) Contribution

On another note, it has been brought to the attention of the Human Resources Department ("HRD") that when a permanent/regular employee assumes an elective office there are no provisions within the PPPR to allow for a payout of any accrued Vacation/Annual Leave. Elected officials are not required to use leave balances for absences therefore, the leave balance is held until the individual leaves office. HRD recommends amending PPPR Section A.25.6 Annual Leave/Vacation Pay Off and adding a Section A.30.17 Annual Leave Payout upon Assuming Elective Office to allow for a permanent/regular employee to elect at their choosing to receive a payout of all accrued annual leave upon assuming elective office in Units O or Y.

A redline version of the proposed changes is included as Attachment C.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office has reviewed and concurs with the recommendations. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
The annualized cost resulting from the recommendations is $106,042. The FY 2025-26 Adopted Budget included $50,000 to cover a portion of the increase. The department is seeking Contingencies to finance the remainder, $56,042, in FY 2025-26. The department will address the increase in FY 2026-27 during the budget development process.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kim Moore, Assistant Director of Human Resources
Approved by: Andreas Pyper, Director of Human Resources

Attachments:

Attachment A:	Draft ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code (clean)
Attachment B:	Draft ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code (redline)
Attachment C:	PPPR Amendments (redline)
Resolution	

Introduced: 8/7/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

a. Adopt an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y;
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   iii. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system.

RECOMMENDATION:

It is recommended that the Board of Supervisors consider:

a. Adopt an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y;
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The intent of the above-described ordinances was for the Board to receive the same health and welfare benefits and special pays that are provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted over the years to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors such as the Elected Official In-Lieu Service Credit, Unit Y Automobile Allowance, Professional Development Stipend and Longevity Pay.

The proposed ordinance is attached to this report as Attachment A. Additionally, a redlined version of the ordinance showing the proposed changes is attached as Attachment B.

In order to effectuate the changes to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y amendments to the Personnel Policies and Practices Resolution ("PPPR") No. 98-394 are needed. The following sections of the PPPR are recommended to be amended:
A.9.19 Longevity Pay

A.10.3 Expense Allowance
A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y
A.23 Professional Organization Membership and Employee Job Enhancement
A.24.8 Floating Holiday
A.36 Elected Officials (Unit Y) In-lieu Service Credit
A.52 Units Y and ZX 401(a) Contribution

On another note, it has been brought to the attention of the Human Resources Department ("HRD") that when a permanent/regular employee assumes an elective office there are no provisions within the PPPR to allow for a payout of any accrued Vacation/Annual Leave. Elected officials are not required to use leave balances for absences therefore, the leave balance is held until the individual leaves office. HRD recommends amending PPPR Section A.25.6 Annual Leave/Vacation Pay Off and adding a Section A.30.17 Annual Leave Payout upon Assuming Elective Office to allow for a permanent/regular employee to elect at their choosing to receive a payout of all accrued annual leave upon assuming elective office in Units O or Y.

A redline version of the proposed changes is included as Attachment C.

OTHER AGENCY INVOLVEMENT:
The County Administrative Office has reviewed and concurs with the recommendations. The County Counsel's Office has reviewed the ordinance as to form.

FINANCING:
The annualized cost resulting from the recommendations is $106,042. The FY 2025-26 Adopted Budget included $50,000 to cover a portion of the increase. The department is seeking Contingencies to finance the remainder, $56,042, in FY 2025-26. The department will address the increase in FY 2026-27 during the budget development process.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions address the Board of Supervisors Administration Strategic Initiative. The actions demonstrate the County's commitment to meeting the Board's initiatives in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

__ Economic Development
X Administration
__ Health & Human Services
__ Infrastructure
__ Public Safety

Prepared by: Kim Moore, Assistant Director of Human Resources
Approved by: Andreas Pyper, Director of Human Resources

Attachments:
Attachment A: Draft ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of

	the Monterey County Code (clean)
Attachment B:	Draft ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code (redline)
Attachment C:	PPPR Amendments (redline)
Resolution	

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONS 2.04.370, 2.04.380, 2.04.400 AND 2.04.410 OF THE MONTEREY COUNTY CODE REGARDING BOARD OF SUPERVISORS COMPENSATION

County Counsel Summary

This ordinance amends Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves, special pays and monthly car allowance with the County Elected Officials in Executive Management Unit Y.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.370(A) of the MCC includes the following language: "Compensation as used in this ordinance shall include basic salary, and such health and welfare benefits authorized by sections 53200, et seq., Government Code, which are provided to management elected officials of the County, viz., medical and dental benefits, optical plan and group insurance and other health and welfare benefits granted to such officials under those sections."

C. On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667, codified at Chapter 2.04 of the MCC to set the method of compensation for travel and meal expenses for Board members while on official business.

D. On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011, codified at Chapter 2.04 of the MCC, relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

E. The intent of the above described ordinances was for the Board of Supervisors to receive the same health and welfare benefits as well as the management expense allowance that is provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors.

F. This Ordinance aligns the Board of Supervisors health and welfare benefits, leaves and special pays as those provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as amended, to the Elected Officials in Executive Management Unit Y.

SECTION 2. Subsection A of Section 2.04.370 of the Monterey County Code is hereby amended to read as follows:

A. Members of the Board of Supervisors of the County of Monterey shall receive, as compensation for the services required of them by law as supervisors of the County of Monterey and ex-officio as the governing board of other public entities governed by said Board, amounts of compensation determined as set forth in Subsection B of this Section. Compensation as used in this Chapter shall include basic salary, and such health and welfare benefits authorized by Sections 53200 et seq. of the Government Code, and special pays which are provided to County Elected Officials in Executive Management Unit Y, as provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as may be amended.

SECTION 3. Subsection B of Section 2.04.380 of the Monterey County Code is hereby amended to read as follows:

B. In addition to the compensation specified in Section 2.04.370 and in Subsection A herein, each member of the Board of Supervisors shall receive the actual and necessary expenses incurred in the performance of his or her office and all benefits, leaves and special pays as provided to County Elected Officials in Executive Management Unit Y as provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as may be amended.

SECTION 4. Section 2.04.400 of the Monterey County Code is hereby amended to read as follows**:**

Members of the Board of Supervisors of the County shall be reimbursed for necessary meal and travel expenses as follows:

A. The actual and necessary expenses for travel and meals incurred in the performance of their duties within and outside of Monterey County; and

B. The monthly car allowance equivalent to that provided to the County Elected Officials in Executive Management Unit Y.

SECTION 5. Section 2.04.410 of the Monterey County Code is hereby amended to read as follows:

The compensation prescribed by Section 2.04.400 shall be payable on or after September 20, 2025.

SECTION 6. SEVERABILITY.

If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on the thirty-first day following its adoption.

PASSED AND ADOPTED this ____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon
Kelly L. Donlon
Chief Assistant County Counsel

ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, AMENDING SECTIONS 2.04.370, 2.04.380, 2.04.400 AND 2.04.410 OF THE MONTEREY COUNTY CODE REGARDING BOARD OF SUPERVISORS COMPENSATION

County Counsel Summary

This ordinance amends Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the Monterey County Code to align the Board of Supervisors benefits, leaves, special pays and monthly car allowance with the County Elected Officials in Executive Management Unit Y.

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

SECTION 1. FINDINGS AND DECLARATIONS.

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

B. On June 24, 1980, the Board of Supervisors adopted Ordinance No. 2632, codified at Chapter 2.04 of the Monterey County Code ("MCC"), relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.370(A) of the MCC includes the following language: "Compensation as used in this ordinance shall include basic salary, and such health and welfare benefits authorized by sections 53200, et seq., Government Code, which are provided to management elected officials of the County, viz., medical and dental benefits, optical plan and group insurance and other health and welfare benefits granted to such officials under those sections."

C. On October 14, 1980, the Board of Supervisors adopted Ordinance No. 2667, codified at Chapter 2.04 of the MCC to set the method of compensation for travel and meal expenses for Board members while on official business.

D. On August 21, 1984, the Board of Supervisors adopted Ordinance No. 3011, codified at Chapter 2.04 of the MCC, relating to compensation of the Board of Supervisors. In relevant part, Section 2.04.380(B) includes the following language "In addition to the compensation specified in section 2.04.370 and in subsection A herein, each member of the board of supervisors shall receive the actual and necessary expenses incurred in the performance of his/her office and all benefits as provided to other elected officials in the county, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are provided elective department heads in Resolution No. 81-536, as amended."

E. The intent of the above described ordinances was for the Board of Supervisors to receive the same health and welfare benefits as well as the management expense allowance that is provided to the County Elected Officials in Executive Management Unit Y. However, a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y identified there are additional benefits, leaves and special pays that have been granted to the Elected Officials in Executive Management Unit Y that were not also granted to the Board of Supervisors.

F. This Ordinance aligns the Board of Supervisors health and welfare benefits, leaves and special pays as those provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as amended, to the Elected Officials in Executive Management Unit Y.

SECTION 2. Subsection A of Section 2.04.370 of the Monterey County Code is hereby amended to read as follows:

A. Members of the Board of Supervisors of the County of Monterey shall receive, as compensation for the services required of them by law as supervisors of the County of Monterey and ex-officio as the governing board of other public entities governed by said Board, amounts of compensation determined as set forth in Subsection B of this Section. Compensation as used in this Chapter~~ordinance~~ shall include basic salary, and such health and welfare benefits authorized by Sections 53200 et seq. of the~~,~~ Government Code, and special pays which are provided to ~~management~~County Ee~~l~~ected Oo~~f~~fficials ~~of the County~~in Executive Management Unit Y, ~~viz., medical and dental benefits, optical plan and group insurance and other health and welfare benefits granted to such officials under those sections~~as provided in the Personnel Policies and Practices Resolution (PPPR) No. 98-394, as may be amended.

SECTION 3. Subsection B of Section 2.04.380 of the Monterey County Code is hereby amended to read as follows:

B. In addition to the compensation specified in Section 2.04.370 and in Subsection A herein, each member of the Board of Supervisors shall receive the actual and necessary expenses incurred in the performance of his or her office and all benefits, leaves and special pays as provided to County ~~other e~~Elected ~~o~~Officials in Executive Management Unit Y as ~~of the County, which shall include the benefits of the management elective plan, the department head expense allowance, and the department head physical examination benefit which are~~ provided ~~elective department heads~~ in the Personnel Policies and Practices Resolution (PPPR) No. 9881-394~~536~~, as may be amended.

SECTION 4. Section 2.04.400 of the Monterey County Code is hereby amended to read as follows**:**

Members of the Board of Supervisors of the County shall be reimbursed for necessary meal and travel expenses as follows:

A. The actual and necessary expenses for travel and meals incurred in the performance of their duties within and outside of Monterey County; ~~or~~and

B. The monthly car allowance equivalent to that provided to the County Elected Officials in Executive Management Unit Y.~~A flat sum of one hundred fifty dollars ($150.00) per month for travel plus the actual and necessary expenses for meals incurred in the performance of their duties within the County, plus the actual and necessary expenses for travel and meals incurred in the performance of their duties outside the County.~~

~~The expenses paid under Subsections A and B of this Section shall be paid in the alternative. Each Supervisor may choose at his or her option his or her method of reimbursement.~~

SECTION 5. Section 2.04.410 of the Monterey County Code is hereby amended to read as follows:

The compensation prescribed by Section 2.04.400 shall be payable on or after September 20, 2025~~ December 13, 1980 and shall be retroactive to October 1, 1980~~.

SECTION 6. SEVERABILITY.

If any subsection, sentence, clause or phrase of this Ordinance is for any reason held to be invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance, which shall remain in full force and effect. The Board of Supervisors hereby declares that it would have adopted this Ordinance, and each subsection, sentence, clause and phrase thereof not declared invalid or unconstitutional, without regard to whether any portion of the article would be subsequently declared invalid or unconstitutional. The courts are hereby authorized to reform the provisions of this Section to preserve the maximum permissible effect of each subsection herein.

SECTION 7. EFFECTIVE DATE.

This Ordinance shall take effect on the thirty-first day following its adoption.

PASSED AND ADOPTED this ____ day of _____ 2025, by the following vote:

AYES:

NOES:

ABSENT:

_____
Christopher M. Lopez
Chair, Monterey County Board of Supervisors

A T T E S T:

VALERIE RALPH
Clerk of the Board of Supervisors

By: _____
Deputy

APPROVED AS TO FORM

Kelly L. Donlon
Chief Assistant County Counsel

A.9.19 Longevity Pay

A.9.19.1 Unit Y Longevity Pay

Effective January 28, 2023, employees (excluding temporary employees) in Unit Y shall be eligible to receive longevity premium pay based upon the total length of service with the County. The longevity schedule shall be as follow: Ten (10) years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage. Fifteen (15) years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage. Twenty (20) years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage. The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

A.9.19.2 Unit ZX Longevity Pay

Effective December 31, 2022, full-time employees (excluding temporary employees) in Unit ZX shall be eligible to receive longevity premium pay based upon the total length of service with the County. The longevity schedule shall be as follow: Ten (10) years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage. Fifteen (15) years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage. Twenty (20) years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage. The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

A.9.19.3 Board of Supervisors (Unit O) Longevity Pay

Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be eligible to receive the same longevity premium pay as that provided to the Elected Officials in Unit Y.

A.10.3 Expense Allowance

A.10.3.1 Unit Y Designated Department Heads Management Expense Allowance

Effective December 28, 2024, individuals in classifications identified in A.10.1 Department Heads Designated shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the amount of one hundred dollars (100.00) monthly. The e~~E~~xpense allowance shall be paid on the second pay period of each month.

A.10.3.2 Unit Y (non-Department Heads) Management Expense Allowance

Effective December 28, 2024, individuals in all other classifications in Unit Y (non-Department Heads) shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the amount of seventy-

five dollars ($75.00) monthly. The e~~E~~xpense allowance shall be paid on the second pay period of each month.

A.10.3.3 Unit ZX Management Expense Allowance

Effective December 28, 2024, individuals in positions/classifications in Unit ZX shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim incumbents in the amount of seventy-five dollars ($75.00) monthly. The e~~E~~xpense allowance shall be paid on the second pay period of each month.

A.10.3.4 Board of Supervisors (Unit O) Management Expense Allowance

Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the same amount as that received by the Elected Officials in Unit Y. The expense allowance shall be paid on the second pay period of each month.

A.19.8 Vehicle Allowance for Board of Supervisors, Unit O and Elected ~~Department Heads~~Officials, Unit Y

a) Effective July 1, 2001, Elected ~~Department Heads~~Officials in Unit Y who are not assigned a county vehicle shall be provided with a monthly car allowance equivalent to that provided to eligible appointed Department Heads in Unit Y.

b) Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be provided with a monthly car allowance equivalent to that provided to Elected Department Heads in Unit Y

A.23 PROFESSIONAL ORGANIZATION MEMBERSHIP AND EMPLOYEE JOB ENHANCEMENT

a) Elected Officials and permanent employees in Units Y and ZX shall be paid a Professional Expense Stipend of Four Hundred fifty dollars ($450) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

b) Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be paid a Professional Expense Stipend in the same amount as that received by the Elected Officials in Unit Y.

A.24.8 Floating Holiday

Eligible employees in Units P, X, XL, Y (excluding elected officials) and Z shall receive one floating holiday per calendar year which may be taken before or by December 31 of each year. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday at termination. The floating holiday will be credited on a pro rata basis according to the employee's regularly scheduled hours and may not be taken in increments less that the full amount credited.

A.25.6 Annual Leave/Vacation Pay Off

a) A permanent seasonal employee in the Agricultural Commissioner's Office who is placed on seasonal leave of absence at the end of the season shall be paid all annual leave or vacation hours accrued during the season.

b) Effective September 20, 2025, a permanent/regular employee may elect to receive a payout of all accrued annual/vacation leave upon assuming elective office in Units O or Y. The payment shall be at the rate of pay in effect for such person on the last day of appointment as a regular/permanent employee.

Such payment for annual leave or vacation hours will be processed during the pay period in which a payroll adjustment is received.

A.30.17 Annual Leave Payout upon Assuming Elective Office

Effective September 20, 2025, a permanent/regular employee may elect to receive a payout of all accrued annual leave upon assuming elective office in Units O or Y. The payment shall be at the rate of pay in effect for such person on the last day of appointment as a regular/permanent employee.

Such payment for annual leave will be processed during the pay period in which a payroll adjustment is received.

A.36 ELECTED OFFICIALS ~~(Unit Y)~~ IN-LIEU SERVICE CREDIT

Elected Officials in Units O (effective September 20, 2025) and Y shall earn Elected Official In-lieu Service Time Credit for each year of service as an Elected Official, pro-rated on a biweekly basis. The rate at which such Elected Official In-lieu Service Credit shall be calculated is based on the total years of continuous service as a Monterey County employee and/or Elected Official with the County of Monterey as follows:

Up to five (5) years service	25 days/year
More than five (5) years service	27 days/year
More than ten (10) years service	30 days/year
More than fifteen (15) years service	33 days/year

More than twenty (20) years service	34 days/year
More than twenty-five (25) years service	37 days/year

Elected Official In-lieu Service Credit shall be paid immediately upon completion of service as a County of Monterey elective officer, and shall be paid at the then prevailing rate of pay in effect for such person on the last day of office. In no event shall Elected Official In-lieu Service Credit exceed 105 days. In the event of the death of the Elected Official, the payment shall be made to the person entitled to the official's death benefit.

In December of each year, an Elected Official in Units O (effective September 20, 2025) and Y may be advanced up to fifteen (15) days of Elected Official In-lieu Service Credit to be converted into cash payment, payable at the then prevailing rate of pay. At the time of completion of service as a County elective officer, the Elected Official's Elected Official In-lieu Service Credit calculation shall be reduced by the total number of days that had previously been advanced and converted to payment.

A.52 UNITS O, Y AND ZX 401(a) CONTRIBUTION

Effective January 2027 the County shall establish a 401(a) plan for Units O, Y and ZX and contribute one hundred dollars ($100) monthly.

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

Resolution No.: PPPR Control No. 25-010)
HRM Control No. 25-011)
Adopts a Resolution to:)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 to amend Sections A.9.19 Longevity Pay, A.10.3 Expense Allowance; A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y, A.23 Professional Organization Membership and Employee Job Enhancement, A.24.8 Floating Holiday, Section A.25.6 Vacation Pay Off, A.36 Elected Officials (Unit Y) In-lieu Service Credit, A.52 Units Y and ZX 401(a) Contribution, and add Section A.30.17 Annual Payoff upon Assuming Elective Office; and
b. Authorize the Auditor-Controller to amend the Fiscal Year 2025-26 Adopted Budget for the Board of Supervisors, Fund 001, Appropriation Unit BOA001, to increase appropriations by $56,042, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required);
c. Direct the Human Resources Department and Auditor-Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) system.

WHEREAS, Monterey County Code ("MCC") Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 provide the compensation, benefits, special pays and travel and meal expenses for the Board of Supervisors ("Board"); and

WHEREAS, the intent of the above was for the Board to receive the same health and welfare benefits and special pays that are provided to the County Elected Officials in Executive Management Unit Y; and

WHEREAS, the Human Resources Department conducted a review of the benefits, leaves and special pays for the Board of Supervisors and Elected Officials in Executive Management Unit Y and identified there are additional benefits, leaves and special pays that have been granted over the years to the Elected Officials in Executive Management Unit Y, but not to the Board of Supervisors; and

WHEREAS, the Human Resources Department recommended the Board adopt an ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 of the MCC to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y; and

WHEREAS, on August 5, 2025, the Board of Supervisors introduced and waived the first reading of the draft ordinance amending Sections 2.04.370, 2.04.380, 2.04.400 and 2.04.410 and advanced the ordinance for consideration of adoption at the meeting on August 19, 2025, at 10:30 a.m.; and

WHEREAS, in order to effectuate the changes to align the Board of Supervisors benefits, leaves and special pays with those provided to the Elected Officials in Executive Management Unit Y amendments to the Personnel Policies and Practices Resolution ("PPPR") No. 98-394 are necessary and appropriate;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Sections A.9.19 Longevity Pay, A.10.3 Expense Allowance, A.19.8 Vehicle Allowance for Elected Department Heads, Unit Y, A.23 Professional Organization Membership and Employee Job Enhancement, A.24.8 Floating Holiday, Section A.25.6 Vacation Pay Off, A.36 Elected Officials (Unit Y) In-lieu Service Credit, A.52 Units Y and ZX 401(a) Contribution are amended and Section A.30.17 Annual Payoff upon Assuming Elective Office is added as indicated below:

A.9.19 Longevity Pay

A.9.19.1 Unit Y Longevity Pay

Effective January 28, 2023, employees (excluding temporary employees) in Unit Y shall be eligible to receive longevity premium pay based upon the total length of service with the County. The longevity schedule shall be as follow: Ten (10) years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage. Fifteen (15) years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage. Twenty (20) years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage. The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

A.9.19.2 Unit ZX Longevity Pay

Effective December 31, 2022, full-time employees (excluding temporary employees) in Unit ZX shall be eligible to receive longevity premium pay based upon the total length of service with the County. The longevity schedule shall be as follow: Ten (10) years of service shall receive a premium pay of two and a half percent (2.5%) of their base wage. Fifteen (15) years of service shall receive a premium pay of three and a half percent (3.5%) of their base wage. Twenty (20) years of service shall receive a premium pay of five and a half percent (5.5%) of their base wage. The Longevity premium pay will be reported in accordance with PERS regulations Section 571A.

A.9.19.3 Board of Supervisors (Unit O) Longevity Pay

Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be eligible to receive the same longevity premium pay as that provided to the Elected Officials in Unit Y.

A.10.3 Expense Allowance

A.10.3.1 Unit Y Designated Department Heads Management Expense Allowance

Effective December 28, 2024, individuals in classifications identified in A.10.1 Department Heads Designated shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the amount of one hundred dollars (100.00) monthly. The expense allowance shall be paid on the second pay period of each month.

A.10.3.2 Unit Y (non-Department Heads) Management Expense Allowance

Effective December 28, 2024, individuals in all other classifications in Unit Y (non-Department Heads) shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the amount of seventy-

five dollars ($75.00) monthly. The expense allowance shall be paid on the second pay period of each month.

A.10.3.3 Unit ZX Management Expense Allowance

Effective December 28, 2024, individuals in positions/classifications in Unit ZX shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim incumbents in the amount of seventy-five dollars ($75.00) monthly. The expense allowance shall be paid on the second pay period of each month.

A.10.3.4 Board of Supervisors (Unit O) Management Expense Allowance

Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be eligible for a monthly expense allowance for incidental expenses not ordinarily subject to remuneration by claim in the same amount as that received by the Elected Officials in Unit Y. The expense allowance shall be paid on the second pay period of each month.

A.19.8 Vehicle Allowance for Board of Supervisors, Unit O and Elected Officials, Unit Y

a) Effective July 1, 2001, Elected Officials in Unit Y who are not assigned a county vehicle shall be provided with a monthly car allowance equivalent to that provided to eligible appointed Department Heads in Unit Y.

b) Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be provided with a monthly car allowance equivalent to that provided to Elected Department Heads in Unit Y

A.23 PROFESSIONAL ORGANIZATION MEMBERSHIP AND EMPLOYEE JOB ENHANCEMENT

a) Elected Officials and permanent employees in Units Y and ZX shall be paid a Professional Expense Stipend of Four Hundred fifty dollars ($450) the first full pay period of each calendar year. Employees must be in paid status during the pay period in which the stipend is paid in order to be eligible. Eligible employees who are scheduled to work 40 hours or less per pay period shall receive one-half the Professional Expense Stipend.

b) Effective September 20, 2025, the Board of Supervisors Chairman and Board of Supervisors Members shall be paid a Professional Expense Stipend in the same amount as that received by the Elected Officials in Unit Y.

A.24.8 Floating Holiday

Eligible employees in Units P, X, XL, Y (excluding elected officials) and Z shall receive one floating holiday per calendar year which may be taken before or by December 31 of each year. This holiday will not carry over from year to year and no compensation will be paid for this unused holiday at termination. The floating holiday will be credited on a pro rata basis according to the employee’s regularly scheduled hours and may not be taken in increments less that the full amount credited.

A.25.6 Annual Leave/Vacation Pay Off

a) A permanent seasonal employee in the Agricultural Commissioner's Office who is placed on seasonal leave of absence at the end of the season shall be paid all annual leave or vacation hours accrued during the season.

b) Effective September 20, 2025, a permanent/regular employee may elect to receive a payout of all accrued annual/vacation leave upon assuming elective office in Units O or Y. The payment shall be at the rate of pay in effect for such person on the last day of appointment as a regular/permanent employee.

Such payment for annual leave or vacation hours will be processed during the pay period in which a payroll adjustment is received.

A.30.17 Annual Leave Payout upon Assuming Elective Office

Effective September 20, 2025, a permanent/regular employee may elect to receive a payout of all accrued annual leave upon assuming elective office in Units O or Y. The payment shall be at the rate of pay in effect for such person on the last day of appointment as a regular/permanent employee.

Such payment for annual leave will be processed during the pay period in which a payroll adjustment is received.

A.36 ELECTED OFFICIALS IN-LIEU SERVICE CREDIT

Elected Officials in Units O (effective September 20, 2025) and Y shall earn Elected Official In-lieu Service Time Credit for each year of service as an Elected Official, pro-rated on a biweekly basis. The rate at which such Elected Official In-lieu Service Credit shall be calculated is based on the total years of continuous service as a Monterey County employee and/or Elected Official with the County of Monterey as follows:

Up to five (5) years service	25 days/year
More than five (5) years service	27 days/year
More than ten (10) years service	30 days/year
More than fifteen (15) years service	33 days/year
More than twenty (20) years service	34 days/year
More than twenty-five (25) years service	37 days/year

Elected Official In-lieu Service Credit shall be paid immediately upon completion of service as a County of Monterey elective officer, and shall be paid at the then prevailing rate of pay in effect for such person on the last day of office. In no event shall Elected Official In-lieu Service Credit exceed 105 days. In the event of the death of the Elected Official, the payment shall be made to the person entitled to the official's death benefit.

In December of each year, an Elected Official in Units O (effective September 20, 2025) and Y may be advanced up to fifteen (15) days of Elected Official In-lieu Service Credit to be converted into cash payment, payable at the then prevailing rate of pay. At the time of completion of service as a County elective officer, the Elected Official's Elected Official In-lieu Service Credit calculation shall be reduced by the total number of days that had previously been advanced and converted to payment.

A.52 UNITS O, Y AND ZX 401(a) CONTRIBUTION

Effective January 2027 the County shall establish a 401(a) plan for Units O, Y and ZX and contribute one hundred dollars ($100) monthly.

2. The Auditor-Controller is authorized to amend the Fiscal Year 2025-26 Adopted Budget for the Board of Supervisors, Fund 001, Appropriation Unit BOA001, to increase appropriations by $56,042, financed by a decrease in appropriations in General Fund Contingencies, Fund 001, Appropriation Unit CAO020 (4/5ths vote required);

3. The Human Resources Department and Auditor-Controller's Office are directed to implement the changes in the Advantage Human Resources Management (HRM) system.

PASSED AND ADOPTED on this _____day of _____, 2025, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

County of Monterey

Board Report

Legistar File Number: MIN 25-055

Item No.27

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

August 19, 2025

Introduced: 8/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 12, 2025.

County of Monterey

Board Report

Legistar File Number: MIN 25-055

Item No.

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

August 19, 2025

Introduced: 8/13/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Minutes

Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 12, 2025.

County of Monterey

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

Meeting Minutes - Draft

Tuesday, August 12, 2025

12:00 PM

Board of Supervisors

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

12:00 P.M. - Called to Order

The meeting was called to order by Chair Supervisor Chris Lopez.

Roll Called

Present: 4 - Supervisor Kate Daniels, Supervisor Wendy Root Askew, Supervisor Chris Lopez and Supervisor Glenn Church were present

Absent: 1 - Supervisor Luis A. Alejo; Arrival time will be later this morning

Staff Present

Sonia De La Rosa, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board were present.

Additions and Corrections for Closed Session by County Counsel

There were no additions and corrections for closed session.

Closed Session

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

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

b. Pursuant to Government Code section 54956.8, the Board will confer with real property negotiators:
(1) Property: Laguna Seca Concession
Agency Negotiator(s): Randy Ishii and Bryan Flores
Negotiating Parties: Ross Merill and Mel Harder
Under negotiation: Price and terms
(2) Property: Manzanita Park
Agency Negotiator(s): Randy Ishii and Bryan Flores
Negotiating Parties: Dan Thompson, Linda Scherrer and Jeff Vest
Under negotiation: Price and terms

c. Pursuant to Government Code section 54956.9(d)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Mario Gonzalez, et al. v. State of CA, et al.* (Monterey County Superior Court Case No. 23CV004194 as lead coordinated case, including subordinate Monterey County Cases: 24CV000215; 24CV000421; 24CV000428; 24CV000848; 24CV000904; 24CV001269; and Santa Cruz County Superior Court Case No. 23CV03022)
(2) *Lasher, Michael v. County of Monterey, et al.* (Monterey County Superior Court case no. 23CV00324)

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

Public Comments for Closed Session

Open for public comments; no comments made.

The Board Recessed for Closed Session Agenda Items

1:30 P.M. - Reconvened on Public Agenda Items

Roll Called

Present: 5 - Supervisor Kate Daniels, Supervisor Wendy Root Askew, Supervisor Luis A. Alejo, Supervisor Chris Lopez and Supervisor Glenn Church were present

Staff Present

Sonia De La Rosa, County Administrative Officer, Kelly Donlon, Assistant Chief County Counsel and Valerie Ralph, Clerk of the Board were present.

Announcement of Interpreter

Diego Celis, Spanish Interpreter present and announced Spanish interpreter services.

Pledge of Allegiance

The pledge of allegiance was led by Supervisor Luis A. Alejo.

Additions and Corrections by Clerk

There were no additions and corrections to today's agenda.

Ceremonial Resolutions

Open for public comments; no comments made.

A motion was made by Supervisor Glenn Church, seconded by Supervisor Luis A. Alejo to approve Item Number 2.

ALL AYES

2. Adopt a resolution honoring the 2025 graduates of the Proudly Pajaro program, the Community Action Board, Casa de la Cultura, and the Pajaro Disaster Long Term Recovery Alliance. (Supervisor Church)

Adopted Resolution No. 25-256

Appointments

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Glenn Church to appoint/reappoint Item Number 3 through 5.

ALL AYES

3. Appoint Carolynne Roderick to Equal Opportunity and Civil Rights Advisory Commission representing the Service Employee International Union (SEIU) Local 521 Monterey County Chapter with a term expiration date on December 31, 2027. (Nominated by Olivia Martinez, Region 2 Director SEIU Local 521)

Appointed

4. Reappoint Ronald Holder to the Community Action Commission representing District 2 with a term end date of July 1, 2028 (District Specific - District 2, Supervisor Church)

Reappointed

5. Reappoint Clinton Miller to the Agricultural Advisory Committee as a District 2 Representative with a term end date of June 30, 2028 (District Specific - District 2, Supervisor Church)

Appointed

Approval of Consent Calendar – (See Supplemental Sheet)

6. See Supplemental Sheet

Open for public comments; no comments made.

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Wendy Root Askew to approve Consent Calendar Item Numbers 12 through 26.

ALL AYES

General Public Comments

7. General Public Comments

Open for general public comments for items not on the agenda today; Karen Cameron, Matt David, Elijah David, Julia (no last name provided); Katherine (no last name provided) and Michelle Clary commented.

Scheduled Matters

8. **REF140023 - Update to Zoning Maps and Classifications**
Public Hearing recommending that the Board of Supervisors:
a. Consider and find adoption of the ordinance consistent within the scope of the previously

certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

Project Location: Inland areas of unincorporated Monterey County

Edgar Sanchez, Assistant Planner and Melanie Beretti, Chief of Planning both from Housing and Community DEcvelopment presented via PowerPoint presentation.

Open for public comments; no comments made.

A motion was made by Supervisor Luis A.Alejo, seconded by Supervisor Kate Daniels to:
a. Find adoption of the ordinance consistent within the scope of the previously certified Final Environmental Impact Report (FEIR) for the 2010 General Plan (SCH #2007121001) pursuant to CEQA (California Environmental Quality Act) Guidelines Section 15162; and
b. Adopt an ordinance amend Chapters 21.08 and 21.50 of the Monterey County Code (Title 21, inland zoning) to reclassify multiple zoning districts for consistency with the 2010 County of Monterey General Plan land use designations.

ALL AYES

Other Board Matters

Referral Matrix and New Referrals

9. Referral Matrix and New Referrals

There were no new referrals for this week's agenda.

County Administrative Officer Comments

10. County Administrative Officer Comments

Sonia De La Rosa, County Administrative Officer's comments can be heard by clicking this link:

https://monterey.granicus.com/player/clip/5824?meta_id=922215

Board Comments

11. Board Comments

Board comments can be heard by clicking the following link:

https://monterey.granicus.com/player/clip/5824?meta_id=922218

Read Out from Closed Session by County Counsel

There was no reportable action for Closed Session.

Adjourned

The meeting was adjourned at 2:34 p.m. by Chair Supervisor Chris Lopez.

APPROVED:

____/s/ Chris Lopez_____
CHRIS LOPEZ, CHAIR

ATTEST:
BY: ____/s/ Valerie Ralph_____
VALERIE RALPH
CLERK OF THE BOARD
APPROVED ON: , 2025

Supplemental Sheet, Consent Calendar

Natividad Medical Center

12. a. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to execute all documents necessary to approve Change Order #1 in the amount of $1,153,761 to increase pier depths of solar canopies and to implement necessary Americans with Disabilities Act upgrades with Opterra Energy Services as part of the ongoing solar project at Natividad Medical Center; and,
b. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to increase the contingency budget for this project by $357,000 as part of this change order; and,
c. Authorize the Chief Executive Officer of Natividad Medical Center, or designee, to fund the implementation of these change orders using $429,026 from Natividad Medical Center's Enterprise Fund NMC00l-451-9600-8142.

Approved

Health Department

13. Approve and authorize the Director of Health Services or designee to execute a Non-Standard Professional Services Agreement with Syracuse University, on behalf of its Burton Blatt Institute, for the provision of program management and consultation services to fulfill the approved “Multi-County Collaborative Psychiatric Advance Directives - Phase II” Mental Health Services Act Innovation Plan for a total Agreement not to exceed $1,000,000 for the term retroactively beginning July 1, 2025 through June 30, 2029. Due to late and ongoing contract negotiations, with direction for an effective date of July 1, 2025, the agreement took additional time to review and agendize, which by necessity makes the agreement retroactive when presented to the Board.

Approved

14. a. Approve and authorize the Director of Health Services or designee to execute a Memorandum of Understanding (MOU) with the City of Salinas for in-person mobile crisis field response services to the City of Salinas, for an amount of $390,000 for FY 2025-26. The MOU is retroactive, and the term is July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($39,000) of the original Agreement amount, do not significantly alter the scope of services, and do not increase the total not to exceed the maximum amount over $429,000.

Approved

15. a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement between the County of Monterey and the Community Hospital of the Monterey Peninsula for acute inpatient psychiatric Medi-Cal services and acute crisis stabilization unit (CSU) services, for a maximum County obligation of $3,045,124 for the FY

2025-26, with a retroactive term of July 1, 2025 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute up to three (3) future amendments that do not exceed 10% ($304,512) of the original Agreement, do not significantly change the scope of services, and do not increase the total not to exceed maximum amount over $3,349,636.

Approved

16. 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.

Approved

17. a. Approve and authorize the Director of Health Services or designee to execute Renewal and Amendment No. 2 to Agreement No. A-17082 with Spay Neuter Imperative Project (SNIP) for the provision of all-inclusive spay/neuter clinics for domestic and feral cats of residents within Monterey County communities, and providing requested veterinary services to shelter animals, adding $200,000 for a new total Agreement amount of $552,500 and retroactively extending the term one year for a new term of September 1, 2024 through June 30, 2026; and
b. Approve and authorize the Director of Health Services or designee to execute one (1) future amendment to this Agreement where the amendment does not exceed 10% ($31,500) of the original Agreement amount, does not significantly change the scope of work, and the total Agreement amount does not exceed $584,000.

Approved

18. a. Approve and authorize the Director of Health Services or designee to execute a non-standard Professional Agreement with retired annuitant Benjamin Reyes Mandac, M.D., to provide medical services with physician malpractice coverage provided by the County retroactively from April 5, 2025, to April 3, 2026, with a contract limit of $118,580 for 35% Full Time Equivalent (0.35 FTE) work; and
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments that do not significantly change the scope of services nor add funds to the agreement with a contract limit of $118,580 for 35% Full Time Equivalent (0.35 FTE) work.

Approved

Department of Social Services

19. Adopt a resolution to authorize and direct the Auditor-Controller to:
a. Amend the Fiscal Year 2024-25 Adopted Budget to increase appropriations of $1,511,760 decreasing revenues by $7,942,762 and increasing an operating transfer “in” of $9,454,522 for the Social Services Entitlements - Fund 001, Appropriations Unit SOC001 Fiscal Year 2024-25 Adopted Budget to provide funding for increased caseload expenditures (4/5ths Vote required);

and
b. Amend the Fiscal Year 2024-25 Adopted Budget to decrease revenues by $5,000,000 and increase an operating transfer "in" of $5,000,000 in Social Services Fund 001-SOC005 Adopted Budget to offset revenues that do not arrived by the year-end close of August 31, 2025 (4/5ths Vote required); and
c. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer "out") of $9,065,211 increase revenues of $7,065,211 and using fund balance of $2,000,000 in the Social Services 1991 Health & Welfare Realignment - Fund 025, Appropriation Unit SOC012 Fiscal Year 2024-25 Adopted Budget to provide funding for increased CalWORKs, In-Home Supportive Services expenditures, and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required); and
d. Amend the FY 2024-25 Adopted Budget to increase appropriations (operating transfer "out") of $5,389,311 increasing revenues of $2,374,766 and using fund balance of $3,014,545 in the Social Services 2011 Protective Services Realignment - Fund 022, Appropriation Unit SOC011 Fiscal Year 2024-25 Adopted Budget to provide funding for Out of Home Care placement costs and to offset revenues that do not arrive by the year-end close of August 31, 2025 (4/5ths vote required).

Adopted

General Government

20. a. Receive and accept the Treasurer's Report of Investments for the quarter ending June 30, 2025; and
b. Receive and approve the Treasurer's Investment Policy for FY 2025-2026; and
c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code Section 53607.

Approved

21. a. Approve and authorize the Chief Contracts and Procurement Officer or designee to execute Amendment #4 to Agreement No. A-15433 between the County of Monterey and *BetterUp, Inc.* for the purchase of annual subscriptions for coaching sessions and full access to all *BetterUp* Platform features, extending the term of the Agreement through August 31, 2026, or until the last annual subscription expires, and increasing the not-to-exceed amount from $1,200,000 to $1,410,000; and
b. Authorize the Contracts/Purchasing Officer or Contracts/Purchasing Supervisor to sign the initial and any subsequent Order Forms where the Order Forms do not significantly change the scope of work or cause an increase in the not-to-exceed amount.

Approved

22. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B

to correct the salary ranges of the Child Support Officer I, II & III, Supervising Child Support Officer, and Child Support Performance Specialist effective the date of the base wage adjustment on July 12, 2025, to reflect the correct increase as a result of the appeal process, as indicated in Attachment A; and

b. Direct the Human Resources Department and the Auditor Controller's Office to implement the changes in the Advantage Human Resources Management (HRM) System.

Adopted

23. Approve the County of Monterey Board of Supervisors Draft Action Meeting Minutes for the following meeting date: Tuesday, August 5, 2025.

Approved

Public Works, Facilities and Parks

24. Adopt a Resolution to authorize and direct the Auditor-Controller to transfer $65,491 in Fiscal Year (FY) 2024-25 from General Fund 001, Parks Operations Appropriation Unit PFP058, to Vehicle Replacement Planning Fund 478-VRP, Appropriation Unit PFP068 for two Ranger Vehicles (4/5ths vote required).

Adopted

25. Adopt Resolutions for County Service Areas 1, 9, 15, 19, 20, 23, 24, 25, 26, 30, 31, 32, 33, 35, 37, 38, 41, 44, 45, 47, 50, 51, 52, 53, 54, 56, 58, 62, 66, 68, 72, and 75;
a. Certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for the respective County Service Area; and
b. Authorizing and directing the Auditor-Controller to enter the amount of the charges against the respective lots or parcels as they appear in the assessment roll for Fiscal Year 2025-26 as described in Exhibit 1 and Exhibit 2 (CSA 45 Oak Hills Subdivision only) of each Resolution.

Adopted

26. Adopt a Resolution certifying compliance with State law with respect to the levying of general and specific taxes, assessments, and property-related fees and charges for County Service Area 75 - Chualar.

Adopted

Please refer to the Board Orders for the approved and adopted Agreement, Resolution and Ordinance numbers.

Addenda/Supplemental

27. **Addenda/Supplemental**
Added subsection d. to Item No. 1 under Closed Session

County of Monterey

Board Report

Legistar File Number: ORD 25-008

Item No.28

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

August 19, 2025

Introduced: 7/24/2025

Current Status: Housing & Community Development - Consent

Version: 1

Matter Type: Ordinance

Adopt an ordinance to designate the Fire Hazard Severity Zones in the unincorporated areas of Monterey County as recommended by the California State Fire Marshal pursuant to Government Code section 51178.

RECOMMENDATION:
It is recommended that the Board of Supervisors adopt an ordinance to designate the Fire Hazard Severity Zones in the unincorporated areas of Monterey County as recommended by the California State Fire Marshal pursuant to Government Code section 51178.

SUMMARY/DISCUSSION:
On August 5, 2025, the Board of Supervisors introduced and waived first reading of the ordinance and advanced the ordinance for consideration of adoption at the meeting on August 19, 2025, at 10:30 a.m.

California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. The State Fire Marshal has released updated 2025 Fire Hazard Severity Zone (FHSZ) maps for Local Responsibility Areas across the state, including recommendations for unincorporated Monterey County. Government Code sections 51178.5 and 51179 require that local agencies make fire hazard severity zones available for public review and comment in a format understandable and accessible to the general public, including but not limited to maps, and that a local agency by ordinance designate fire severity zones in its jurisdiction. The County complied by posting the maps on the Monterey County website at:
<https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/current-planning/general-info/local-responsibility-areas-lra-2025>

The FHSZ map identifies areas as moderate, high, or very high fire hazard severity zones, using consistent statewide criteria. Designations are based on factors such as fuel loading, slope, fire weather, and other relevant elements, including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread. A local agency may, at its discretion, include additional areas within its jurisdiction that are not identified by the State Fire Marshal as moderate or high FHSZ. However, a local agency is prohibited from reducing the severity zone designations assigned by the State Fire Marshal. State law does not allow local jurisdictions to request modifications or provide comments on the recommended FHSZ designations. A local agency may

choose to increase the severity designation for specific areas or designate new areas not included by the State Fire Marshal.

County staff evaluated the recommended map and consulted with all fire districts within Monterey County to determine whether any modifications were needed. All fire districts confirmed there were no proposed changes and indicated their intent to adopt the recommended FHSZ map as provided by the State Fire Marshal.

Therefore, to ensure consistency, simplify administration, and provide clarity to property owners and other stakeholders, the County will rely on the recommended FHSZ map provided by the State Fire Marshal without further changes at this time. The draft ordinance before the Board includes the FHSZ map as an exhibit.

New Requirements:
With the adoption of the FHSZ, the County will be required to implement new regulations, some of which will affect new development depending on the designated severity zone. The County will evaluate the FHSZ during the project development and environmental review process for the new regulations.

Property owners and/or occupants of structures located within the designated FHSZs will be subject to additional fire safety requirements that do not apply to areas outside these zones. These additional requirements include, but are not limited to:

- Property development standards such as road widths, water supply, and signage, in compliance with California Public Resources Code section 4290.
- Requirements under Chapter 7A of the California Building Code, "Materials and Construction Methods for Exterior Wildfire Exposure."
- Hazard disclosure obligations for properties located in High and Very High Severity Zones, subject to Assembly Bill 38 (AB 38 2019)
- In Very High Severity Zones, additional defensible space and landscaping requirements will also apply, in compliance with California Government Code section 51182.

All of these factors will be considered by County staff during project review. To comply with state law, the County must approve the updated FHSZs Map by ordinance.

CEQA:
The proposed ordinance is not considered a "Project" under CEQA because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 Section 15060(c)(2) and Section 15060(c)(3).

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved the ordinance as to form. Staff have collaborated with fire district staff to verify a consistent approach on adopting the recommended State Fire Marshal FHSZ map. If the Board of Supervisors recommends adoption of the ordinance, staff will submit a

copy of the ordinance adopted to the State Board of Forestry and Fire Protection within 30 days of adoption pursuant to Government Code section 51179.

FINANCING:
The proposed ordinance has no financial impact on the County General Fund. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for HCD Appropriation Unit HCD002, Unit 8543.

Prepared by: Edgar Sanchez, Assistant Planner, (831) 783-7058
Reviewed by: Sarah Wikle, Principal Planner, (831) 784-5700
Approved by: Melanie Beretti, Chief of Planning, (831) 755-5285

The following attachments are on file with the Clerk of the Board:
Attachment A - FHSZ Ordinance

Cc: Craig Spencer, Director of Housing and Community Development; Melanie Beretti, Chief of Planning; Josh Bowling, Chief of Building Services; Sarah Wikle, Principal Planner; Edgar Sanchez, Assistant Planner; Kelly Donlon, County Counsel; Art Black, art@carmelfire.com; Carol Wallace, carolw@csgengr.com , Rick Rodewald rickr@csgengr.com; Jim Dias, jimd@csgengr.com; Chris Lynch, chris.lynch@fire.ca.gov; Hector Ramirez, hector.ramirez@fire.ca.gov ; Jesse Reimer, jessereimer@cachaguafire.com; Frank Espinoza, frank.espinoza@fire.ca.gov; Nick Bautista, nick.bautista@fire.ca.gov; Liliana Zabala, lzabala@ci.gonzales.ca.us ; Jason Muscio, jmuscio@ci.gonzales.ca.us; Joel Mendoza, joel.mendoza@ncfpd.org; Carolina Bravo, carolina.bravo@ncfpd.org; Jess Cortez, jess.cortez@ncfpd.org; Scott Anderson, sanderson@mcrfd.org ; Rick Magno, rmagno@mcrfd.org; Kenia Joachin, kenia@csgengr.com; Board of Supervisor Notices 7-13-17 Distribution List

County of Monterey

Board Report

Legistar File Number: ORD 25-008

Item No.

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

August 19, 2025

Introduced: 7/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Ordinance

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The FHSZ map identifies areas as moderate, high, or very high fire hazard severity zones, using consistent statewide criteria. Designations are based on factors such as fuel loading, slope, fire weather, and other relevant elements, including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread. A local agency may, at its discretion, include additional areas within its jurisdiction that are not identified by the State Fire Marshal as moderate or high FHSZ. However, a local agency is prohibited from reducing the severity zone designations assigned by the State Fire Marshal. State law does not allow local jurisdictions to request modifications or provide comments on the recommended FHSZ designations. A local agency may choose to increase the severity designation for specific areas or designate new areas not included by the State Fire Marshal.

County staff evaluated the recommended map and consulted with all fire districts within Monterey County to determine whether any modifications were needed. All fire districts confirmed there were no proposed changes and indicated their intent to adopt the recommended FHSZ map as provided by the State Fire Marshal.

Therefore, to ensure consistency, simplify administration, and provide clarity to property owners and other stakeholders, the County will rely on the recommended FHSZ map provided by the State Fire Marshal without further changes at this time. The draft ordinance before the Board includes the FHSZ map as an exhibit.

New Requirements:
With the adoption of the FHSZ, the County will be required to implement new regulations, some of which will affect new development depending on the designated severity zone. The County will evaluate the FHSZ during the project development and environmental review process for the new regulations.

Property owners and/or occupants of structures located within the designated FHSZs will be subject to additional fire safety requirements that do not apply to areas outside these zones. These additional requirements include, but are not limited to:

- Property development standards such as road widths, water supply, and signage, in compliance with California Public Resources Code section 4290.
- Requirements under Chapter 7A of the California Building Code, "Materials and Construction Methods for Exterior Wildfire Exposure."
- Hazard disclosure obligations for properties located in High and Very High Severity Zones, subject to Assembly Bill 38 (AB 38 2019)
- In Very High Severity Zones, additional defensible space and landscaping requirements will also apply, in compliance with California Government Code section 51182.

All of these factors will be considered by County staff during project review. To comply with state law, the County must approve the updated FHSZs Map by ordinance.

CEQA:
The proposed ordinance is not considered a "Project" under CEQA because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment pursuant to the State CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3 Section 15060(c)(2) and Section 15060(c)(3).

OTHER AGENCY INVOLVEMENT:
The Office of County Counsel has approved the ordinance as to form. Staff have collaborated with fire district staff to verify a consistent approach on adopting the recommended State Fire Marshal FHSZ map. If the Board of Supervisors recommends adoption of the ordinance, staff will submit a copy of the ordinance adopted to the State Board of Forestry and Fire Protection within 30 days of adoption pursuant to Government Code section 51179.

FINANCING:
The proposed ordinance has no financial impact on the County General Fund. Staff time to prepare this report is included in the FY2025-26 Adopted Budget for HCD Appropriation Unit HCD002, Unit 8543.

Prepared by: Edgar Sanchez, Assistant Planner, (831) 783-7058
Reviewed by: Sarah Wikle, Principal Planner, (831) 784-5700
Approved by: Melanie Beretti, Chief of Planning, (831) 755-5285

The following attachments are on file with the Clerk of the Board:
Attachment A - FHSZ Ordinance

Cc: Craig Spencer, Director of Housing and Community Development; Melanie Beretti, Chief of Planning; Josh Bowling, Chief of Building Services; Sarah Wikle, Principal Planner; Edgar Sanchez, Assistant Planner; Kelly Donlon, County Counsel; Art Black, art@carmelfire.com; Carol Wallace, carolw@csgengr.com , Rick Rodewald rickr@csgengr.com; Jim Dias, jimd@csgengr.com; Chris Lynch, chris.lynch@fire.ca.gov; Hector Ramirez, hector.ramirez@fire.ca.gov ; Jesse Reimer, jessereimer@cachaguafire.com; Frank Espinoza, frank.espinoza@fire.ca.gov; Nick Bautista, nick.bautista@fire.ca.gov; Liliana Zabala, lzabala@ci.gonzales.ca.us ; Jason Muscio, jmuscio@ci.gonzales.ca.us; Joel Mendoza, joel.mendoza@ncfpd.org; Carolina Bravo, carolina.bravo@ncfpd.org; Jess Cortez, jess.cortez@ncfpd.org; Scott Anderson, sanderson@mcrfd.org ; Rick Magno, rmagno@mcrfd.org; Kenia Joachin, kenia@csgengr.com; Board of Supervisor Notices 7-13-17 Distribution List

Attachment A

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ORDINANCE NO. _____

AN ORDINANCE OF THE COUNTY OF MONTEREY, STATE OF CALIFORNIA, DESIGNATING FIRE HAZARD SEVERITY ZONES

County Counsel Summary

The Office of the State Fire Marshal ("OSFM") has released updated 2025 Fire Hazard Severity Zone maps for Local Responsibility Areas across the state. California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high and very high severity fire zones based on consistent statewide criteria. This ordinance designates the Fire Hazard Severity Zones for unincorporated Monterey County as recommended by the Office of the State Fire Marshal.

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

SECTION 1. Findings and Declarations:

A. Pursuant to Article XI of the California Constitution, the County of Monterey ("County") may adopt and enforce ordinances and regulations to protect and promote the public health, safety, and welfare of its citizens.

B. California Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas.

C. The Office of the State Fire Marshal has released updated 2025 Fire Hazard Severity Zone maps for Local Responsibility Areas across the state, including recommendations for unincorporated Monterey County.

D. Government Code sections 51178.5 and 51179 require that local agencies make fire hazard severity zones available for public review and comment in a format understandable and accessible to the general public, including but not limited to maps, and that a local agency by ordinance designate fire severity zones in its jurisdiction.

E. The maps are currently posted on the County website and social media for public view and comment, and specifically are located at: https://www.countyofmonterey.gov/government/departments-a-h/housing-community-development/planning-services/current-planning/general-info/local-responsibility-areas-lra-2025

F. Under the California Environmental Quality Act ("CEQA"), this ordinance is not considered a "Project" under CEQA because it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment (CEQA Guidelines sections 15060(c)(2) and 15060(c)(3)).

SECTION 2. The County of Monterey hereby designates and adopts the Fire Hazard Severity Zones as recommended by the State Fire Marshal pursuant to Government Code section 51178.

SECTION 3. The map approved by the County of Monterey, for "Monterey County Unincorporated LRA", entitled "Local Responsibility Area Fire Hazard Severity Zones", is attached as **Exhibit A** to this ordinance and is incorporated herein by reference.

SECTION 4. **SEVERABILITY**. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance and each section, subsection, sentence, clause and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid.

SECTION 5. **EFFECTIVE DATE**. This ordinance shall become effective on the thirty-first day following its adoption by the County, provided that the Board of Forestry and Fire Protection has reviewed it and found it to be in substantial conformance with State requirements.

PASSED AND ADOPTED on this __ day of _____ 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Christopher M. Lopez, Chair
Monterey County Board of Supervisors

ATTEST:
VALERIE RALPH
Clerk of the Board
By:_____
Deputy

APPROVED AS TO FORM:

Kelly L. Donlon
Kelly L. Donlon
Chief Assistant County Counsel

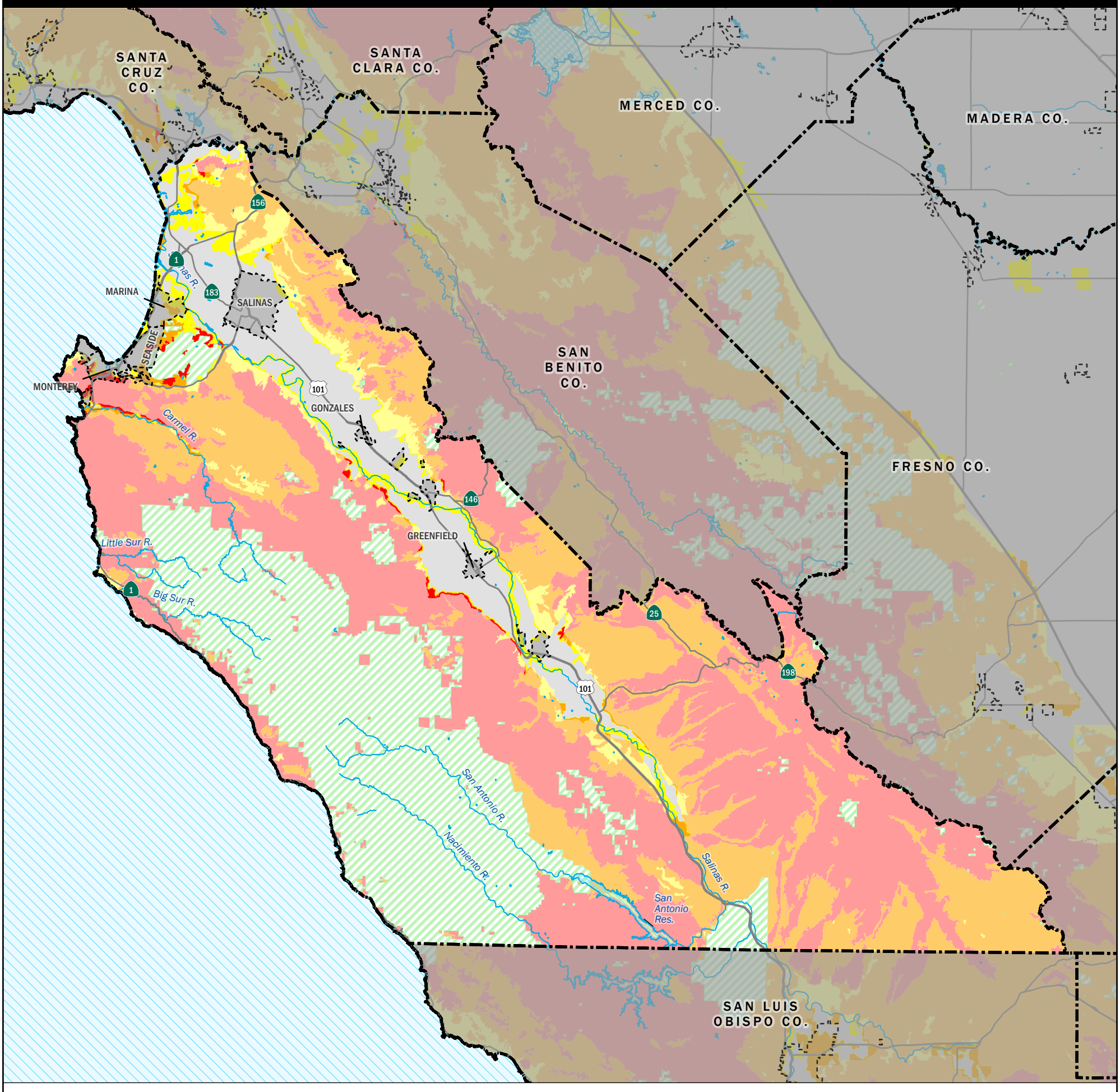
Exhibit A

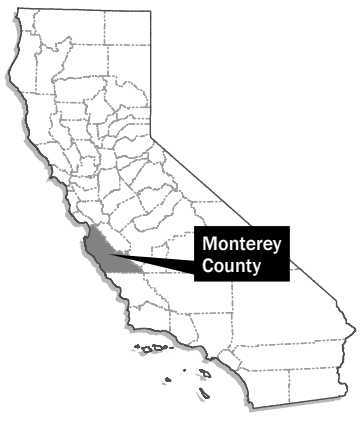
MONTEREY COUNTY – UNINCORPORATED LRA

Local Responsibility Area Fire Hazard Severity Zones

As Identified by the State Fire Marshal

March 10, 2025





Fire Hazard Severity Zones (FHSZ) in Local Responsibility Area (LRA), as Identified by the State Fire Marshal

Very High | High | Moderate

Fire Hazard Severity Zones in State Responsibility Area (SRA), Effective April 1, 2024

Very High | High | Moderate

Mi 0 10 20 30

Km 0 10 20 30 40 50

Projection: NAD 83 California Teale Albers
Scale: 1:660,000 at 11" x 17"

Incorporated City | Waterbody

Unzoned LRA | Federal Responsibility Area (FRA)

Government Code section 51178 requires the State Fire Marshal to identify areas in the state as moderate, high, and very high fire hazard severity zones based on consistent statewide criteria and based on the severity of fire hazard that is expected to prevail in those areas. Moderate, high, and very high fire hazard severity zones shall be based on fuel loading, slope, fire weather, and other relevant factors including areas where winds have been identified by the Office of the State Fire Marshal as a major cause of wildfire spread.

The State of California and the Department of Forestry and Fire Protection make no representations or warranties regarding the accuracy of data or maps. Neither the State nor the Department shall be liable under any circumstances for any direct, special, incidental, or consequential damages with respect to any claim by any user or third party on account of, or arising from, the use of data or maps.

Gavin Newsom, Governor, State of California

Wade Crowfoot, Secretary for Natural Resources, CA Natural Resources Agency

Joe Tyler, Director/Fire Chief, CA Department of Forestry and Fire Protection

Daniel Berlant, State Fire Marshal, CA Department of Forestry and Fire Protection

Data Sources:

CAL FIRE Fire Hazard Severity Zones (FHSZSRA23_3, FHSZLRA_25_1)

CAL FIRE State Responsibility Areas (SRA25_1)

City and County boundaries as of 10/22/24 (CA Board of Equalizati…)

Introduced: 7/24/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to prepare an Engineer's Report and complete a Proposition 218 election for County Service Area 45-Oak Hills (CSA 45) to increase direct benefit assessment rates to place annual revenue in line with annual costs for CSA 45 active services that include street lighting and drainage system maintenance and Open Space to include space maintenance.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution directing PWFP to prepare an Engineer's Report and complete a Proposition 218 election for CSA 45 to increase direct benefit assessment rates to place annual revenue in line with annual costs for CSA 45 active services that include street lighting and drainage system maintenance and Open Space to include space maintenance.

SUMMARY

CSA 45 was established in 1966 to provide funding for the operations and maintenance of specific infrastructure located within the Oak Hills community. Today, the active services include street lighting, storm drain maintenance, and open space maintenance. In Fiscal Year (FY) 2023-24, total annual revenue, including investment income amounted to $58,810, which is insufficient to fund these services. To increase assessment rates, a Proposition 218 election is required. Prior to the election, an Engineer's Report must be prepared and approved by the Board of Supervisors.

DISCUSSION:

CSA 45 special assessment rates have not increased since Proposition 218 was passed by voters in November 1996. Today, the CSA 45 annual revenue is insufficient to provide for the active services. To increase direct benefit assessment rates needed to bring annual revenue in line with annual costs for the CSA 45 active services, a proposition 218 election must be held.

CSA 45 includes two budget units, Oak Hills and Oak Hills - Open Space.

CSA 45 Oak Hills active services include street lighting and drainage system maintenance. This budget unit includes 617 parcels on the tax roll that are assessed $2.316 a month per single family dwelling, or $25.64 a year per single family dwelling. The annual special assessment revenue totaled $16,493 in FY 2023-24. This budget unit also receives a small portion of property tax revenue, known as Assembly Bill 8 (AB8) revenue, totaling $19,020 in FY 2023-24. The assessment revenue plus AB8 revenue totaled $35,513 in FY 2023-24. In the same year, the streetlight electric bill was

$22,855 and PWFP staff costs were $13,438 totaling $36,293.

CSA 45 Oak Hills - Open Space only has open space maintenance as an active service. This budget unit includes 346 parcels on the tax roll that are assessed $4.606 a month per single family dwelling, or $55.28 a year per single family dwelling. The annual special assessment revenue totaled $19,072 in FY 2023-24. This budget unit does not receive AB8 revenue. There are 32 acres of open space requiring annual maintenance, at a current cost of approximately $32,000 which does not include County staff time to manage open space maintenance.

OTHER AGENCY INVOLVEMENT:
The CSA 45 Advisory Committee passed a motion on February 25, 2025 (2 for / 1 against) supporting staff's recommendation to prepare an Engineer's Report and proceed with a Proposition 218 election to raise assessments.

FINANCING:
The FY 2025-26 adopted budgets for CSA 45 Oak Hills (074-8566-PFP028) and Oak Hills Open Space (075-8566-PFP029) included $65,000 and $10,000, respectively to fund completion of the Engineer's Report and Proposition 218 election.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety.

___ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - CSA 45 FY 2023-24 Financial Summary Sheets
Attachment B - CSA 45 LAFCO Map
Attachment C - Resolution

Introduced: 7/24/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to prepare an Engineer's Report and complete a Proposition 218 election for County Service Area 45-Oak Hills (CSA 45) to increase direct benefit assessment rates to place annual revenue in line with annual costs for CSA 45 active services that include street lighting and drainage system maintenance and Open Space to include space maintenance.

RECOMMENDATION:

It is recommended that the Board of Supervisors adopt a Resolution directing PWFP to prepare an Engineer's Report and complete a Proposition 218 election for CSA 45 to increase direct benefit assessment rates to place annual revenue in line with annual costs for CSA 45 active services that include street lighting and drainage system maintenance and Open Space to include space maintenance.

SUMMARY

CSA 45 was established in 1966 to provide funding for the operations and maintenance of specific infrastructure located within the Oak Hills community. Today, the active services include street lighting, storm drain maintenance, and open space maintenance. In Fiscal Year (FY) 2023-24, total annual revenue, including investment income amounted to $58,810, which is insufficient to fund these services. To increase assessment rates, a Proposition 218 election is required. Prior to the election, an Engineer's Report must be prepared and approved by the Board of Supervisors.

DISCUSSION:

CSA 45 special assessment rates have not increased since Proposition 218 was passed by voters in November 1996. Today, the CSA 45 annual revenue is insufficient to provide for the active services. To increase direct benefit assessment rates needed to bring annual revenue in line with annual costs for the CSA 45 active services, a proposition 218 election must be held.

CSA 45 includes two budget units, Oak Hills and Oak Hills - Open Space.

CSA 45 Oak Hills active services include street lighting and drainage system maintenance. This budget unit includes 617 parcels on the tax roll that are assessed $2.316 a month per single family dwelling, or $25.64 a year per single family dwelling. The annual special assessment revenue totaled $16,493 in FY 2023-24. This budget unit also receives a small portion of property tax revenue, known as Assembly Bill 8 (AB8) revenue, totaling $19,020 in FY 2023-24. The assessment revenue plus AB8 revenue totaled $35,513 in FY 2023-24. In the same year, the streetlight electric bill was

$22,855 and PWFP staff costs were $13,438 totaling $36,293.

CSA 45 Oak Hills - Open Space only has open space maintenance as an active service. This budget unit includes 346 parcels on the tax roll that are assessed $4.606 a month per single family dwelling, or $55.28 a year per single family dwelling. The annual special assessment revenue totaled $19,072 in FY 2023-24. This budget unit does not receive AB8 revenue. There are 32 acres of open space requiring annual maintenance, at a current cost of approximately $32,000 which does not include County staff time to manage open space maintenance.

OTHER AGENCY INVOLVEMENT:
The CSA 45 Advisory Committee passed a motion on February 25, 2025 (2 for / 1 against) supporting staff's recommendation to prepare an Engineer's Report and proceed with a Proposition 218 election to raise assessments.

FINANCING:
The FY 2025-26 adopted budgets for CSA 45 Oak Hills (074-8566-PFP028) and Oak Hills Open Space (075-8566-PFP029) included $65,000 and $10,000, respectively to fund completion of the Engineer's Report and Proposition 218 election.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives for Infrastructure and Public Safety.

___ Economic Development
___ Administration
___ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities & Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - CSA 45 FY 2023-24 Financial Summary Sheets
Attachment B - CSA 45 LAFCO Map
Attachment C - Resolution

Attachment A

CSA 45 FY 23-24 Actuals

July 1 2023 - June 30 2024

Beginning Fund Balance **155,399.70**

Revenue		**Close of Year**
4010	Property Tax - Current Secured	17,486.42
4015	Property Tax - Current Unsecured	818.19
4025	Property Tax - Prior Secured	232.16
4030	Property Tax - Prior Unsecured	12.03
4035	Property Tax - Current Supplemental	372.47
4040	Property Tax - Prior Supplemental	37.36
4600	Investment Income	3,562.29
5030	Homeowners Property Tax Relief	61.14
5415	Special Assessments	16,493.23
Estimated Year-End Revenue		**39,075.29**

Year End Revenue + Fund Balance	**194,474.99**

Expenditures		**Close of Year**
6311	Building & Improvements	
	CALFIRE - Gabilan Crew (3 Days 11/27-11/29)	*1,278.75*
	Total Building & Improvements-External	**1,278.75**
6312	Building & Improvements - Internal *(Contingency)*	**-**
6607	Legal Service - Internal (County Counsel as required)	**32.32**
6609	Other Personnel Services (*Special Districts Staff Costs)*	**13,438.49**
6613	Other Professional & Special Services	**153.00**
	Property Tax Admin. Fees	*153.00*
6821	Rents and Leases - Equipment	**140.69**
6881	Utilties	**22,855.50**
	Pacific Gas & Electric	
Total Expenditures		**37,898.75**

Ending Fund Balance:	**156,576.24**

Prepared by MV on 7/18/2025

CSA 45 - Open Space FY 23-24 Actuals

July 1 2023 - June 30 2024

Beginning Fund Balance **26,795.47**

Revenue		**Close of Year**
4010	Property Tax - Current Secured	-
4015	Property Tax - Current Unsecured	-
4025	Property Tax - Prior Secured	-
4030	Property Tax - Prior Unsecured	-
4035	Property Tax - Current Supplemental	-
4040	Property Tax - Prior Supplemental	-
4600	Investment Income	-
5030	Homeowners Property Tax Relief	662.36
5415	Special Assessments	19,072.16
Estimated Year-End Revenue		**19,734.52**

Year End Revenue + Fund Balance	**46,529.99**

Expenditures		**Close of Year**
6311	Building & Improvements	
	*T&S Tree Service - Tree Removal (**Feb. 2024 Disaster**)*	*9,975.00*
	*T&S Tree Service - Dump Fees (**Feb. 2024 Disaster**)*	*460.00*
	CALFIRE - Gabilan Crew (2 Days 11/30-12/01)	*852.50*
	Total Building & Improvements-External	**11,287.50**
6312	Building & Improvements - Internal *(Contingency)*	**-**
6609	Other Personnel Services (*Special Districts Staff Costs)*	**4,134.31**
6613	Other Professional & Special Services	**-**
6821	Rents and Leases - Equipment	**242.44**
	Star Sanitation LLC - Portable Sanitation Double Unit	*242.44*
6881	Utilties	**189.99**
	California Water Service	*189.99*
7614	Operating Transfers Out *(Jan. 2023 Disaster Assistance excess to County Strategic Reserve)*	**6,784.77**
Total Expenditures		**22,639.01**

Ending Fund Balance:	**23,890.98**

Prepared by MV on 7/18/2025

Attachment B



LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93901
Fax (831) 754-5831

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SPECIAL DISTRICTS

COUNTY SERVICE AREA # 45

OAK HILLS SUBDIVISION

Before the Board of Supervisors
County of Monterey,
State of California

Resolution No. 25-0_____

a. Adopt a Resolution directing Public Works, Facilities and Parks staff to prepare an Engineer's Report and complete a Proposition 218 election for County Service Area 45 - Oak Hills & Oak Hills Open Space (4/5th vote required).	))))

WHEREAS, the County of Monterey Public Works, Facilities and Parks department is responsible for managing various extended services in County Service Area 45, including storm drain maintenance, open space maintenance, and street lighting, and;

WHEREAS, CSA 45 annual revenue is currently insufficient to provide the active services, and;

WHEREAS, CSA 45 must pass a Proposition 218 election to increase the special assessment and bring annual revenue in line with annual costs for the active services, and;

WHEREAS, the CSA 45 Advisory Committee supported preparation of an Engineer's Report leading to a Proposition 218 election to fund future operations and maintenance costs associated with storm drain maintenance, open space maintenance, and street lighting;

WHEREAS, Board approval of the CSA 45 Engineer's Report will allow for a Proposition 218 Election to proceed to increase the current CSA 45 annual assessment;

WHEREAS, these recommendations promote the County of Monterey Board of Supervisors Strategic Initiates related to Administration, Health & Human Services, Infrastructure, and Public Safety. CSA Advisory Committees create a forum for open communication between County staff and property owners to ensure needs of the CSA community are met. Engineers' Reports and subsequent Proposition 218 elections will establish assessments that allow for effective administration of the CSAs; fund operations and maintenance of storm drains, open space, and street lighting; and provide enhanced public safety benefits to property owners and the public.

NOW, THEREFORE, **BE IT RESOLVED THAT** the Monterey County Board of Supervisors hereby resolves to approve the following:

a. Adopt a resolution directing Public Works, Facilities and Parks staff to prepare Engineer's Reports and complete a Proposition 218 election for County Service Areas 45 -Oak Hills & Oak Hills Open Space (4/5th vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 19th day of August 2025, 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 Minute Book ___ for the meeting on _____, 2025.

Dated: _____
File Number: _____

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

By _____
Deputy

Introduced: 7/24/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election for County Service Areas (CSAs) 1 - Carmel Point (CSA 1) for street lighting and street maintenance, 15 - Serra Village/Toro Park (CSA 15) for street lighting, storm drain maintenance, street and sidewalk maintenance and open space maintenance, 23 - Carmel Rancho (CSA 23) for street lighting, storm drain maintenance, street and sidewalk maintenance, and 50 Rioway Tract No. 2 (CSA 50) for storm drain maintenance and levee maintenance, to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services.

RECOMMENDATION:

Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election for County Service Areas (CSAs) 1 - Carmel Point (CSA 1) for street lighting and street maintenance, 15 - Serra Village/Toro Park (CSA 15) for street lighting, storm drain maintenance, street and sidewalk maintenance and open space maintenance, 23 - Carmel Rancho (CSA 23) for street lighting, storm drain maintenance, street and sidewalk maintenance, and 50 Rioway Tract No. 2 (CSA 50) for storm drain maintenance and levee maintenance, to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services.

SUMMARY

The special assessment rates for CSA 1, CSA 15, CSA 23 and CSA 50 have not increased since Proposition 218 was passed by voters in November 1996. Today, annual revenue in these special districts is insufficient to provide for the current/proposed active services. To increase assessment rates, a Proposition 218 election is required. Prior to the election, an Engineer's Report must be prepared and approved by the Board of Supervisors.

DISCUSSION:

CSA 1 has one active service, street lighting. The CSA 1 Advisory Committee recommended the Board of Supervisors expand the active services to include street maintenance and storm drain maintenance. There are 355 parcels on the property tax roll that are currently assessed $0.59 a month per single family dwelling or $7.08 a year per single family dwelling. The annual special assessment revenue totaled $2,479 in Fiscal Year (FY) 2023-24. CSA 1 also receives a small portion of the property tax revenue, known as Assembly Bill 8 (AB8) revenue, totaling $45,403 in FY 2023-24. The combined revenue is sufficient to provide for street lighting. However, an Engineer's Report and Proposition 218 election is required to expand active services and increase the special assessments to

fund the proposed expanded services to include street maintenance and storm drain maintenance.

CSA 15 active services include street lighting, storm drain maintenance, street and sidewalk maintenance, and open space maintenance. There are 813 parcels on the property tax roll that are currently assessed $2.88/month/single family dwelling, or $34.64 a year per single family dwelling resulting in annual special assessment revenue of $27,993 in FY 2023-24. CSA 15 also receives AB8 revenue totaling $197,304 in FY 2023-24. The special assessment revenue combined with AB8 revenue is insufficient to provide for the active services.

CSA 23 active services include street lighting, storm drain maintenance, and street and sidewalk maintenance. A large portion of CSA 23 is located within the boundary of CSA 50, and both include storm drain maintenance as an active service. There are 247 parcels on the property tax roll. Most are assessed $36.92 per year resulting in annual special assessment revenue of $11,742 in FY 2023-24. CSA 23 also receives AB8 revenue totaling $3,216 in FY 2023-24. The special assessment revenue combined with AB8 revenue is insufficient to provide for the active services.

CSA 50 active services include storm drain maintenance and levee maintenance. There are 460 parcels on the tax roll. Most parcels are assessed $48.18/year or $222.22/year resulting in annual special assessment revenue of $119,075 in FY 2023-24. CSA 50 also receives AB8 revenue totaling $2,418 in FY 2023-24. The special assessment revenue combined with AB8 revenue is insufficient to provide for the active services.

OTHER AGENCY INVOLVEMENT:
The CSA 1 Advisory Committee unanimously passed a motion May 19, 2025 recommending the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election that would expand CSA 1 active services to include street maintenance and storm drain maintenance.

The CSA 15 Advisory Committee unanimously passed a motion June 3, 2025 recommending the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election to increase direct benefit assessment rates to place annual revenue in line with annual costs.

The CSA 50 Advisory Committee unanimously passed a motion April 24, 2025 recommending the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election to increase direct benefit assessment rates to place annual revenue in line with annual costs.

FINANCING:
The FY 2025-26 adopted budgets for CSA 1 (051-8566-PFP007), CSA 15 (056-8566-PFP010), CSA 23 (060-8566-PFP014) and CSA 50 (077-8566-PFP031) include sufficient funds to complete an Engineer's Report and Proposition 218 election.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives related to Administration, Health & Human Services, Infrastructure, and Public Safety.

CSA Advisory Committees create a forum for open communication between County staff and property owners to ensure needs of the CSA community are met. Engineers' Reports and subsequent Proposition 218 elections will establish assessments that allow for effective administration of the CSAs; fund operations and maintenance of storm drains, open space, streets, sidewalks and streetlights; and provide enhanced public safety benefits to property owners and the public.

___ Economic Development
_X_ Administration
_X_ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - FY 2023-24 Financial Summary Sheets
Attachment B - LAFCO Maps
Attachment C - Resolution

Introduced: 7/24/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election for County Service Areas (CSAs) 1 - Carmel Point (CSA 1) for street lighting and street maintenance, 15 - Serra Village/Toro Park (CSA 15) for street lighting, storm drain maintenance, street and sidewalk maintenance and open space maintenance, 23 - Carmel Rancho (CSA 23) for street lighting, storm drain maintenance, street and sidewalk maintenance, and 50 Rioway Tract No. 2 (CSA 50) for storm drain maintenance and levee maintenance, to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services.

RECOMMENDATION:

Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election for County Service Areas (CSAs) 1 - Carmel Point (CSA 1) for street lighting and street maintenance, 15 - Serra Village/Toro Park (CSA 15) for street lighting, storm drain maintenance, street and sidewalk maintenance and open space maintenance, 23 - Carmel Rancho (CSA 23) for street lighting, storm drain maintenance, street and sidewalk maintenance, and 50 Rioway Tract No. 2 (CSA 50) for storm drain maintenance and levee maintenance, to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services.

SUMMARY

The special assessment rates for CSA 1, CSA 15, CSA 23 and CSA 50 have not increased since Proposition 218 was passed by voters in November 1996. Today, annual revenue in these special districts is insufficient to provide for the current/proposed active services. To increase assessment rates, a Proposition 218 election is required. Prior to the election, an Engineer's Report must be prepared and approved by the Board of Supervisors.

DISCUSSION:

CSA 1 has one active service, street lighting. The CSA 1 Advisory Committee recommended the Board of Supervisors expand the active services to include street maintenance and storm drain maintenance. There are 355 parcels on the property tax roll that are currently assessed $0.59 a month per single family dwelling or $7.08 a year per single family dwelling. The annual special assessment revenue totaled $2,479 in Fiscal Year (FY) 2023-24. CSA 1 also receives a small portion of the property tax revenue, known as Assembly Bill 8 (AB8) revenue, totaling $45,403 in FY 2023-24. The combined revenue is sufficient to provide for street lighting. However, an Engineer's Report and Proposition 218 election is required to expand active services and increase the special assessments to

fund the proposed expanded services to include street maintenance and storm drain maintenance.

CSA 15 active services include street lighting, storm drain maintenance, street and sidewalk maintenance, and open space maintenance. There are 813 parcels on the property tax roll that are currently assessed $2.88/month/single family dwelling, or $34.64 a year per single family dwelling resulting in annual special assessment revenue of $27,993 in FY 2023-24. CSA 15 also receives AB8 revenue totaling $197,304 in FY 2023-24. The special assessment revenue combined with AB8 revenue is insufficient to provide for the active services.

CSA 23 active services include street lighting, storm drain maintenance, and street and sidewalk maintenance. A large portion of CSA 23 is located within the boundary of CSA 50, and both include storm drain maintenance as an active service. There are 247 parcels on the property tax roll. Most are assessed $36.92 per year resulting in annual special assessment revenue of $11,742 in FY 2023-24. CSA 23 also receives AB8 revenue totaling $3,216 in FY 2023-24. The special assessment revenue combined with AB8 revenue is insufficient to provide for the active services.

CSA 50 active services include storm drain maintenance and levee maintenance. There are 460 parcels on the tax roll. Most parcels are assessed $48.18/year or $222.22/year resulting in annual special assessment revenue of $119,075 in FY 2023-24. CSA 50 also receives AB8 revenue totaling $2,418 in FY 2023-24. The special assessment revenue combined with AB8 revenue is insufficient to provide for the active services.

OTHER AGENCY INVOLVEMENT:
The CSA 1 Advisory Committee unanimously passed a motion May 19, 2025 recommending the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election that would expand CSA 1 active services to include street maintenance and storm drain maintenance.

The CSA 15 Advisory Committee unanimously passed a motion June 3, 2025 recommending the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election to increase direct benefit assessment rates to place annual revenue in line with annual costs.

The CSA 50 Advisory Committee unanimously passed a motion April 24, 2025 recommending the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election to increase direct benefit assessment rates to place annual revenue in line with annual costs.

FINANCING:
The FY 2025-26 adopted budgets for CSA 1 (051-8566-PFP007), CSA 15 (056-8566-PFP010), CSA 23 (060-8566-PFP014) and CSA 50 (077-8566-PFP031) include sufficient funds to complete an Engineer's Report and Proposition 218 election.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
The recommended action complies with the Board of Supervisors' Strategic Initiatives related to Administration, Health & Human Services, Infrastructure, and Public Safety.

CSA Advisory Committees create a forum for open communication between County staff and property owners to ensure needs of the CSA community are met. Engineers' Reports and subsequent Proposition 218 elections will establish assessments that allow for effective administration of the CSAs; fund operations and maintenance of storm drains, open space, streets, sidewalks and streetlights; and provide enhanced public safety benefits to property owners and the public.

___ Economic Development
_X_ Administration
_X_ Health & Human Services
_X_ Infrastructure
_X_ Public Safety

Prepared by: Tom Moss, PG, Senior Water Resources Hydrologist
Reviewed by: Enrique Saavedra, PE, Chief of Public Works
Approved by: Randell Ishii, MS, PE, TE, PTOE, Director of Public Works, Facilities and Parks

The following attachments are on file with the Clerk of the Board:
Attachment A - FY 2023-24 Financial Summary Sheets
Attachment B - LAFCO Maps
Attachment C - Resolution

Attachment A

CSA 1 FY 23-24 Actuals

July 1 2023 - June 30 2024

Beginning Fund Balance **242,799.86**

Revenue		**Close of Year**
4010	Property Tax - Current Secured	41,684.13
4015	Property Tax - Current Unsecured	1,981.68
4025	Property Tax - Prior Secured	566.40
4030	Property Tax - Prior Unsecured	29.34
4035	Property Tax - Current Supplemental	902.13
4040	Property Tax - Prior Supplemental	91.04
4600	Investment Income	5,903.04
5030	Homeowners Property Tax Relief	148.12
5415	Special Assessments	2,479.00
Estimated Year-End Revenue		**53,784.88**

Year End Revenue + Fund Balance	**296,584.74**

Expenditures		**Close of Year**
6311	Building & Improvements	
	Total Building & Improvements-External	**-**
6312	Building & Improvements - Internal *(Contingency)*	**-**
6406	Mail Handling Charges	**3.86**
6411	Postage and Shipping	**7.06**
6607	Legal Service - Internal *(County Counsel as required)*	**32.32**
6609	Other Personnel Services (*Special Districts Staff Costs)*	**7,753.47**
6613	Other Professional & Special Services	**366.00**
	Property Tax Admin. Fees	*366.00*
6835	Other Special Departmental Charges	**-**
6861	Conference/Lodging/Meals/Travel	**46.01**
	CAWD Board Room Rental Fee	*46.01*
6881	Utilties	**4,405.93**
	Pacific Gas & Electric	*4,405.93*
Total Expenditures		**12,614.65**

Ending Fund Balance:	**283,970.09**

Prepared by MV on 7/18/2025

CSA 15 FY 23-24 Actuals

July 1 2023 - June 30 2024

Beginning Fund Balance **344,101.40**

Estimated Revenue		**Close of Year**
4010	Property Tax - Current Secured	182,015.84
4015	Property Tax - Current Unsecured	8,584.53
4025	Property Tax - Prior Secured	1,643.32
4030	Property Tax - Prior Unsecured	124.47
4035	Property Tax - Current Supplemental	3,907.98
4040	Property Tax - Prior Supplemental	386.56
4600	Investment Income	11,045.67
5030	Homeowners Property Tax Relief	641.34
5415	Special Assessments	27,993.41
5940	Operating Transfer In *(2023 Disaster Assistance from County Strategic Reserve)*	250,000.00
Estimated Year-End Revenue		**486,343.12**

Year End Revenue + Fund Balance	**830,444.52**

Estimated Expenditures		**Close of Year**
6311	Building & Improvements	
	Smith & Enright Landscaping, Inc. - Annual Landscape Services	*48,390.00*
	Topes Tree Service - Tree Removal/Pruning	*32,935.00*
	*T&S Tree Service - Tree Removal/Pruning (**Feb. 2024 Disaster**)*	*9,767.95*
	Val's Plumbing - Annual Backflow Testing	*1,105.00*
	Total Building & Improvements-External	**92,197.95**
6312	Building & Improvements - Internal *(Contingency)*	**-**
6607	Legal Service - Internal *(County Counsel as required)*	**32.32**
6609	Other Personnel Services (*Special Districts Staff Costs)*	**44,360.65**
6613	Other Professional & Special Services	**52,000.20**
	*Teichert Construction - Toro Sunshine Maintenance (**Mar. 2023 Disaster**)*	*41,618.29*
	*The Gordian Group - Toro Sunshine Maintenance (**Mar. 2023 Disaster**) Admin. Fee*	*2,080.91*
	The Gordian Group - Sidewalk Repairs Admin. Fee	*6,703.00*
	Property Tax Admin. Fees	*1,598.00*
6835	Other Special Departmental Charges	**-**
6881	Utilties	**49,685.54**
	California Water Service	*20,792.31*
	Pacific Gas & Electric	*28,893.23*
7121	Taxes and Assessents	**55.00**
Total Expenditures		**238,331.66**

Ending Fund Balance:	**592,112.86**

Prepared by MV on 7/18/2025

CSA 23 FY 23-24 Actuals

July 1 2023 - June 30 2024

Beginning Fund Balance **284,256.06**

Revenue		**Close of Year**
4010	Property Tax - Current Secured	2,959.92
4015	Property Tax - Current Unsecured	137.88
4025	Property Tax - Prior Secured	37.04
4030	Property Tax - Prior Unsecured	1.92
4035	Property Tax - Current Supplemental	62.77
4040	Property Tax - Prior Supplemental	5.96
4600	Investment Income	6,542.00
5030	Homeowners Property Tax Relief	10.32
5415	Special Assessments	11,741.53
Estimated Year-End Revenue		**21,499.34**

Year End Revenue + Fund Balance	**305,755.40**

Expenditures		**Close of Year**
6311	Building & Improvements	
	T&S Tree Service - Carmel Rancho Blvd. Median Maintenance	*9,200.00*
	Total Building & Improvements-External	**9,200.00**
6312	Building & Improvements - Internal *(Contingency)*	**-**
6609	Other Personnel Services (*Special Districts Staff Costs)*	**3,269.27**
6613	Other Professional & Special Services	**26.00**
	Property Tax Admin. Fees	*26.00*
6881	Utilties	**207.19**
	Pacific Gas & Electric	
Total Expenditures		**12,702.46**

Ending Fund Balance:	**293,052.94**

Prepared by MV on 7/18/2025

CSA 50 FY 23-24 Actuals

July 1 2023 - June 30 2024

Beginning Fund Balance **1,146,272.15**

Revenue		**Close of Year**
4010	Property Tax - Current Secured	2,224.37
4015	Property Tax - Current Unsecured	104.70
4025	Property Tax - Prior Secured	27.52
4030	Property Tax - Prior Unsecured	1.42
4035	Property Tax - Current Supplemental	47.66
4040	Property Tax - Prior Supplemental	4.40
4600	Investment Income	25,658.78
5030	Homeowners Property Tax Relief	7.80
5415	Special Assessments	119,074.51
5940	Operating Transfers In *(Mar. 2023 Disaster Assistance from County Strategic Reserve)*	75,000.00
Estimated Year-End Revenue		**222,151.16**

Year End Revenue + Fund Balance	**1,368,423.31**

Expenditures		**Close of Year**
6311	Building & Improvements	
	*Granite Construction - Emergency Fence Repair (**Mar. 2023 Disaster**)*	*37,174.85*
	Johnson Electronics - Stormwater Ponds Electrical Repairs	*5,812.00*
	K&D Landcaping - Mission Fields Pond Clearing	*2,147.09*
	*T&S Tree Service - Emergency Tree Removal (**Mar. 2023 Disaster**)*	*9,935.00*
	Stormwater Pump Accessories - Battery Jump Starter, Locks	*290.00*
	Rain for Rent - Pump Rental (10/02/2023 - 04/02/2023)	*15,295.92*
	Green Line - Mission Fields Stormwater Main Line Clearing	*1,095.00*
	Total Building & Improvements-External	**71,749.86**
6312	Building & Improvements - Internal *(Contingency)*	**-**
6231	Communication Charges - External	**321.78**
	AT&T	*321.78*
6361	Noncapital Equipment	**252.51**
	Stormwater Pump Wheel Chocks, Bolt Cutter, Electrical Parts	*252.51*
6607	Legal Service - Internal *(County Counsel as required)*	**1,001.80**
6609	Other Personnel Services (*Special Districts Staff Costs)*	**46,572.27**
6613	Other Professional & Special Services	**1,877.74**
	*The Gordian Group - Emergency Fence Repair Admin. Fee (**Mar. 2023 Disaster**)*	*1,858.74*
	Property Tax Admin. Fees	*19.00*
6861	Conference/Lodging/Meals/Travel	**46.01**
	CAWD Board Room Rental Fee	*46.01*
6881	Utilties	**183.90**
	Pacific Gas & Electric	*183.90*
7531	Equipment	**165,509.00**
	DV150c Stormwater Pump (Riverside Way Pond)	*68,857.98*
	DV150i Stormwater Pump (Mission Fields Pond)	*96,205.94*
	Misc. Stormwater Pump Accessories	*445.08*
7614	Operating Transfers Out *(Jan. 2023 Disaster Assistance excess to County Strategic Reserve)*	**2,000.00**
Total Expenditures		**289,514.87**

Ending Fund Balance:	**1,078,908.44**

Prepared by MV on 7/18/2025

Attachment B



LAFCO *of Monterey County*
LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93901
FAX (831) 754-5831

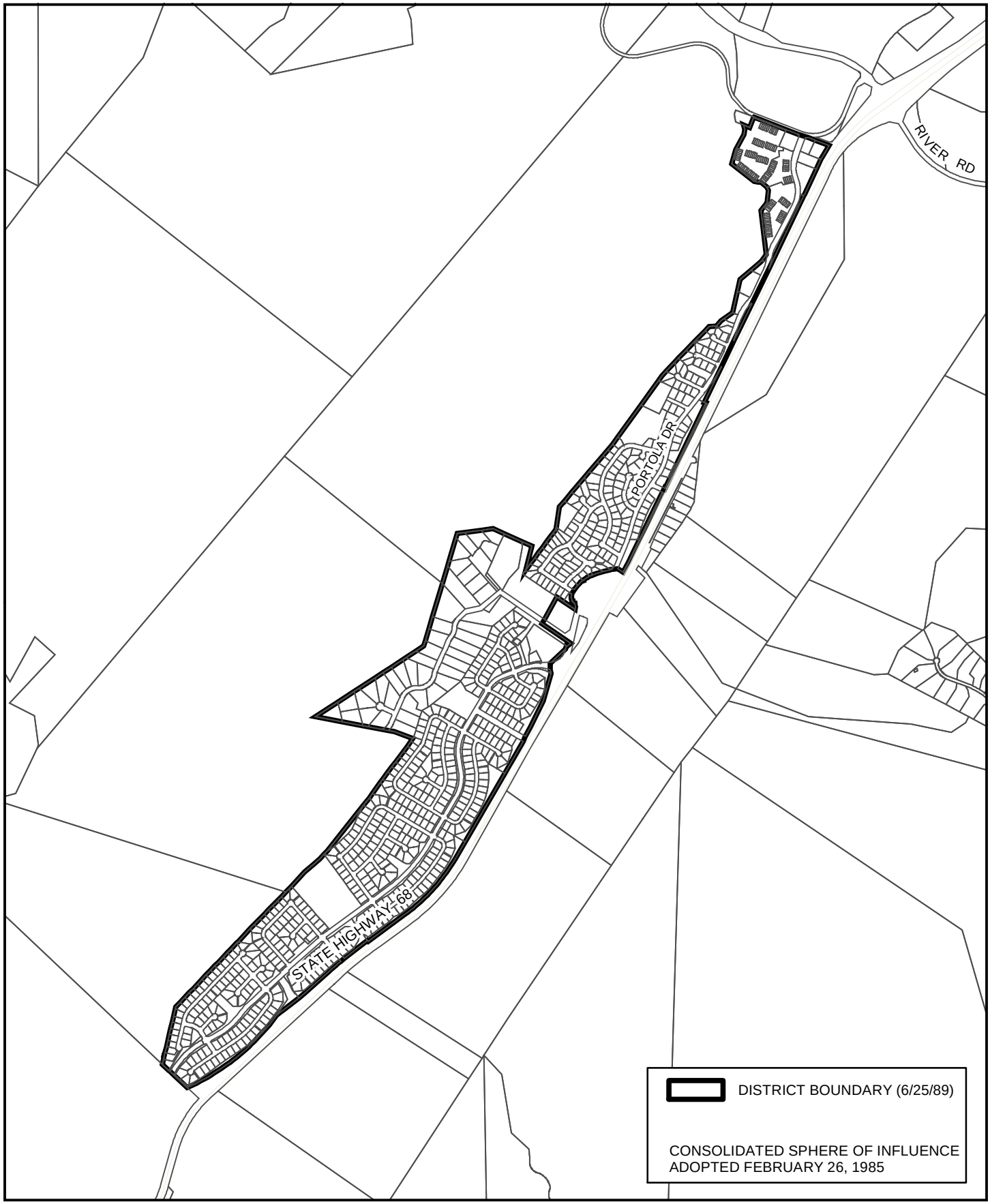
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COUNTY SERVICE AREAS

COUNTY SERVICE AREA # 1 (CARMEL POINT)

Last LAFCO-Approved Change: 04/26/1988
Map Produced: 1/10/2012



LAFCO *of Monterey County*

LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

132 W. Gabilan St., Suite 102
Salinas, CA 93901
Fax (831) 754-5831

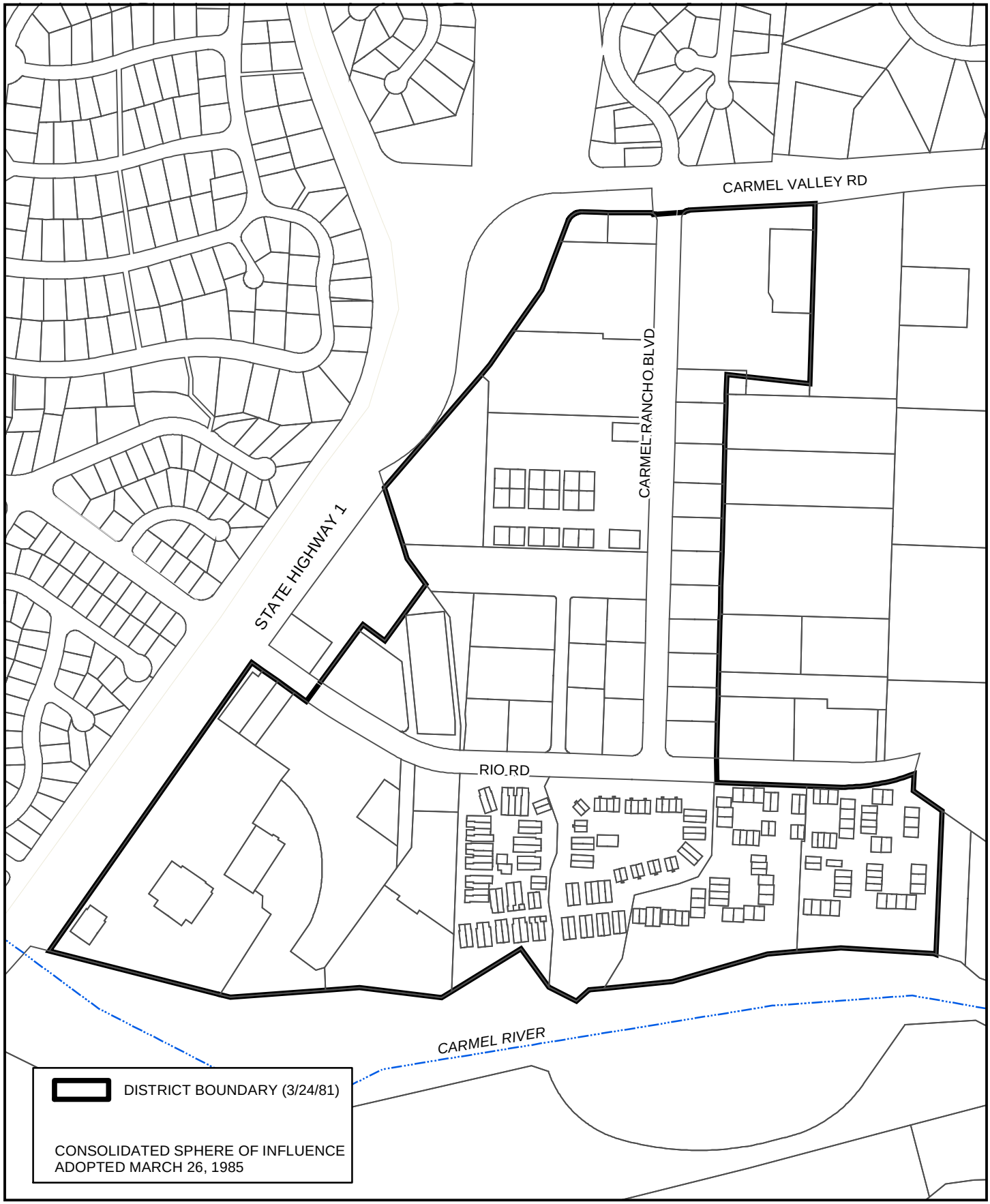
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SPECIAL DISTRICTS

COUNTY SERVICE AREA # 15

SERRA VILLAGE & TORO PARK



LAFCO *of Monterey County*
LOCAL AGENCY FORMATION COMMISSION

P.O. Box 1369
Salinas, CA 93902
Telephone (831) 754-5838

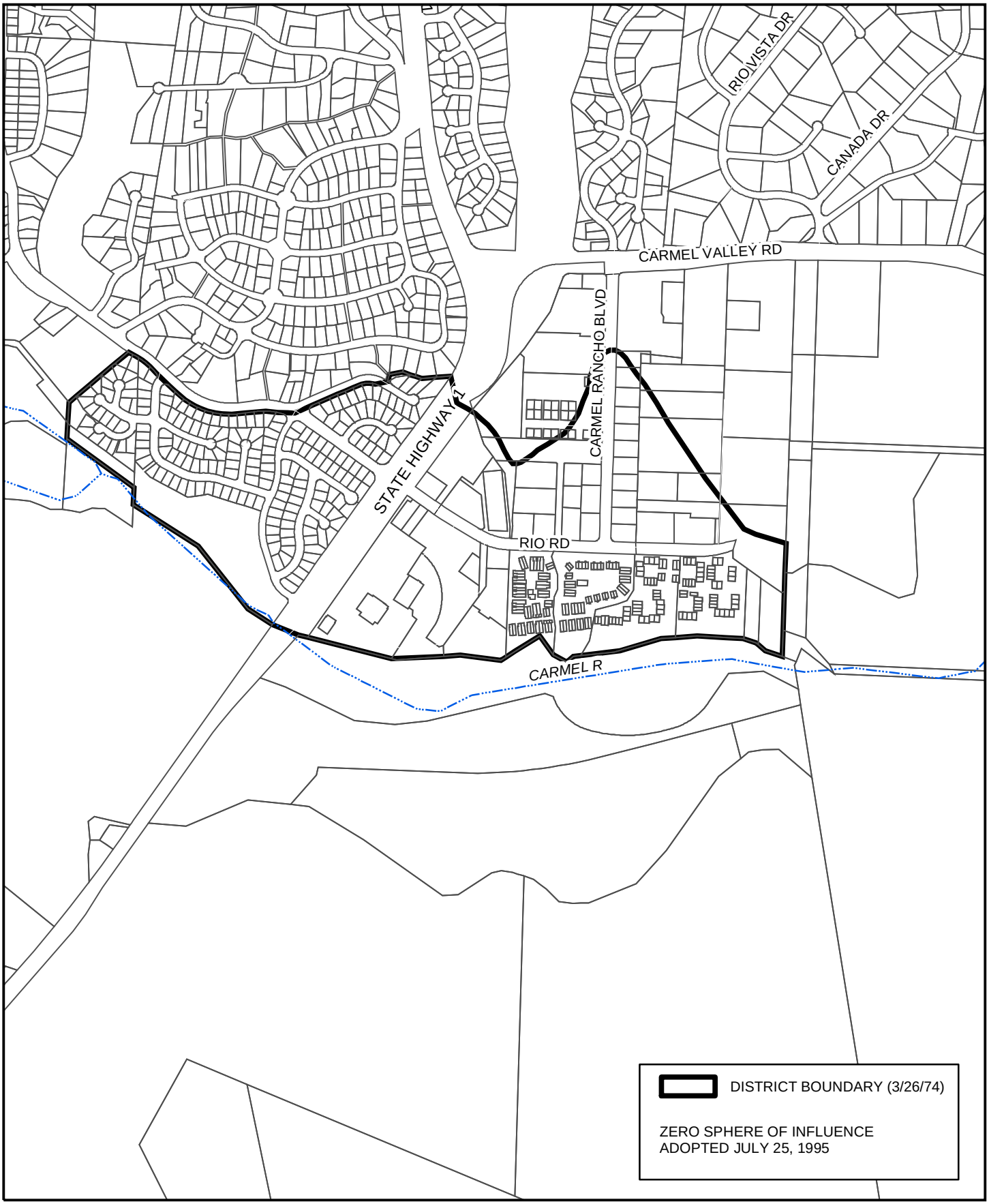
132 W. Gabilan St., Suite 102
Salinas, CA 93901
Fax (831) 754-5831

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SPECIAL DISTRICTS

COUNTY SERVICE AREA # 23

CARMEL RANCHO # 1, 2 & 3



LAFCO *of Monterey County*
LOCAL AGENCY FORMATION COMMISSION
P.O. Box 1369, Salinas, CA 93902
132 W. Gabilan St., Suite 102, Salinas, CA 93901
Telephone (831) 754-5838
Fax (831) 754-5831

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SPECIAL DISTRICTS

COUNTY SERVICE AREA # 50

RIO WAY TRACT # 2, MISSION FIELDS & CARMEL RANCHO

Before the Board of Supervisors
County of Monterey,
State of California

Resolution No. 25-0_____

a. Adopt a Resolution directing the Department of Public Works, Facilities and Parks (PWFP) to prepare an Engineer's Report and complete a Proposition 218 Election for County Service Areas (CSAs) 1 – Carmel Point (CSA 1), 15 – Serra Village/Toro Park (CSA 15), 23 – Carmel Rancho (CSA 23), and 50 – Rioway Tract No. 2 (CSA 50) to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services (4/5th vote required).	))))))))))

WHEREAS, PWFP is responsible for managing various extended services within CSA 1, CSA 15, CSA 23, and CSA 50, and;

WHEREAS, the annual revenue is currently insufficient to provide for the active services within CSA 15, CSA 23, and CSA 50, and;

WHEREAS, the annual revenue is currently insufficient to provide for the proposed expanded active services within CSA 1, and;

WHEREAS, a successful Proposition 218 election is required to bring annual revenue in line with annual costs for the active services, and;

WHEREAS, the CSA 1, CSA 15, and CSA 50 Advisory Committees voted unanimously to recommend the Board of Supervisors direct PWFP to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election to increase direct benefit assessment rates to place annual revenue in line with annual costs, and;

WHEREAS, Board approval for preparation of the Engineer's Reports would allow for a Proposition 218 Election to proceed to increase the annual assessments within CSA 1, CSA 15, CSA 23, and CSA 50, and;

WHEREAS, these recommendations promote the County of Monterey Board of Supervisors Strategic Initiatives related to Administration, Health and Human Services, Infrastructure, and Public Safety. CSA Advisory Committees create a forum for open communication between County staff and property owners to ensure needs of the CSA community are met. Engineers' Reports with corresponding rate studies, if approved through subsequent Proposition 218 elections, will establish assessments that allow for effective administration of the CSAs; fund operations and maintenance of storm drains, open space, and streetlights; and provide enhanced public safety benefits to property owners and the public.

NOW, THEREFORE, **BE IT RESOLVED THAT** the Board of Supervisors of the County of Monterey hereby:

Adopts a resolution directing the Department of Public Works, Facilities and Parks to proceed with the preparation of an Engineer's Report and complete a Proposition 218 election for County Service Areas (CSAs) 1 – Carmel Point (CSA 1), 15 – Serra Village/Toro Park (CSA 15), 23 – Carmel Rancho (CSA 23), and 50 – Rioway Tract No. 2 (CSA 50) to increase direct benefit assessment rates to place annual revenue in line with annual costs for the active services (4/5th vote required).

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this 19th day of August 2025, 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 Minute Book ___ for the meeting on _____, 2025.

Dated: _____
File Number: _____

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

By _____
Deputy

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
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 **FASPSYCH, LLC.** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

"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: Psychiatric Health Facility and Community Treatment Facility services.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT I: AUDITS AND AUDIT APPEALS
EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS
EXHIBIT K: 24/7 EMERGENCY COVERAGE
EXHIBIT L: PHYSICIAN'S ORDERS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

A. Term. This Agreement shall be effective **upon execution** and shall remain in effect until **June 30, 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;

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

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;

Docusign Envelope ID: 88228481-614C-42D4-9965-FC5F733A2722

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract

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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.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

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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.

IX. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   a. Complete written description of event including outcome;

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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.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

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C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current 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:

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1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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.

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.

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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.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from

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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.

XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

D. 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

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and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. 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.

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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.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

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B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and

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obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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

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Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Katy Eckert, MBA Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Abraham Barton President and Chief Executive Officer 8687 E. Via de Ventura, #310 Scottsdale, AZ 85258 (408) 970-9097

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 4/5/2024 | 2:52 PM PDT

By: DocuSigned by: C7A30BA59CA8423...
Department Head (if applicable)

Date: 4/5/2024 | 3:55 PM PDT

By:
Board of Supervisors (if applicable)

Date:

Approved as to Form [1]

By: DocuSigned by: Shane Eben Strong 6624564F383643C...
County Counsel

Date: 4/5/2024 | 9:14 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 4/5/2024 | 2:28 PM PDT

Approved as to Liability Provisions[3]

By: DocuSigned by: David Bolton 68FDC203FF0243C...
Risk Management

Date: 3/27/2024 | 7:44 AM PDT

CONTRACTOR

FASPSYCH, LLC.
Contractor's Business Name *

By: DocuSigned by: Abraham Barton FFD64DF7C882431...
(Signature of Chair, President, or Vice-President) *

Abraham Barton, President/CEO
Name and Title

Date: 3/14/2024 | 8:25 AM PDT

By: DocuSigned by: Randy Little 17915CAC1E4E422...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Randy Little, Treasurer/COO/CFO
Name and Title

Date: 3/14/2024 | 9:17 AM PDT

[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

PSYCHIATRIC TELEHEALTH SERVICES

I. IDENTIFICATION OF PROVIDER

FASPSYCH, LLC.
8687 E. Via de Ventura, #310
Scottsdale, AZ 85258
(480) 970-5318

II. PROGRAM NARRATIVE

CONTRACTOR is a telepsychiatry vendor that provides organizations and facilities with coordinated access to quality, appropriately licensed behavioral health professionals who provide services via telepsychiatry.

A. CONTRACTOR will provide the following Evaluation and Management:

1. 24/7 on-call Psychiatric Nurse Practitioner coverage with an average response time of one hour.
2. Conduct psychiatric assessments/evaluations.
3. Prescribe and monitor medication.
4. Consult with members of the facility as appropriate.
5. Participate in administrative or clinical meetings during pre-scheduled hours.
6. When clinically indicated, perform assessments (e.g., AIMS, MSE), order laboratory tests, and review results.
7. Document as required by County of Monterey, Health Department-Behavioral Health.

B. CONTRACTOR is responsible for performing the following Specialized Services for COUNTY:

1. Participate in Administrative and Clinical activities, including:
   a. Required training
   b. Mandatory meetings
   c. Patient staffing
   d. Other required non-clinical activities

C. Additionally, CONTRACTOR is responsible for recruiting and training of clinicians, provide staffing coverage 24 hours per day, 7 days per week, and 365 days per year, provide medical malpractice liability insurance, provide a call center, provide IT Helpdesk support for connectivity and secure video (COUNTY is responsible for providing computer, camera and connectivity on their end) and provide a collaborating

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Psychiatrist for supervision services to County of Monterey youth placed within juvenile probation facilities.

D. Further responsibilities required of CONTRACTOR:

1. Acquire and maintain the interactive televideo communication equipment and/or software used on Company premises and require the equipment and/or software used offsite by Supplied Personnel to be in working order.
2. Provide Organization with access to, and use of, video conferencing software license(s) to facilitate the provision of Specialized Services to eligible Persons. Access to, and use of, software license(s) is contingent upon Company placing Supplied Personnel with Organization.
3. License(s) will be provided to Organization at no cost, and the number of licenses provided will be proportional to the number of:
    a. Supplied Personnel placed with Organization, and
    b. Sites Supplied Personnel will serve.

E. Require Supplied Personnel to be appropriately licensed, possess a National Identification (NPI) number, and be registered with the Drug Enforcement Agency (DEA) in the state(s) in which controlled substances will be prescribed.

F. Require Supplied Personnel to provide references and copies of applicable documents such as diplomas, licenses, certifications, registrations, certificates of insurance, or other information required for purposes of credentialing and privileging Supplied Personnel with Organization and Organization's payers.

G. Require Supplied Personnel to complete the applications for registration, and/or privileging, and/or credentialing, with Organization's payers such as: Medicaid, Medicare, and private health plans.

H. Require Supplied Personnel to comply with Organization's policies, procedures, and protocols; meet or exceed administrative expectations; and perform clinical duties in accordance with professional standards and the provider's scope of practice.

I. Require Supplied Personnel to adhere to the chain of command in place at Organization (e.g., to report to Organization's medical director or chief clinical officer, to follow direction of site or clinic directors or administrators).

J. Require Supplied Personnel to perform Specialized Services.

K. Require Supplied Personnel to document work in the manner required by, and within the timeframes determined by, Organization (e.g., use computerized practitioner order entry (CPOE) system, electronic medical record (EMR), dictate, complete documentation within 24 hours of service, etc.)

L. Require Supplied Personnel to prescribe medication in the manner required by Organization (e.g., follow applicable formulary, prescribe electronically, use tamper-resistant paper to prescribe controlled substances, mail scripts for schedule II medications, call in prescriptions, etc.)

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M. Require Supplied Personnel to participate in Organization's quality management and/or performance improvement initiatives.

N. Assist designated Organization personnel to ensure Supplied Personnel can connect to, and maintain a connection to Organization via:

1. Video (teleconferencing equipment and/or web-based applications, and/or software)
2. Audio (video and/or telephone)
3. Secure VPN or terminal service connection (EMR, e-Rx, email)

III. PROGRAM GOAL

A. CONTRACTOR program goals are as follows:

1. Increase COUNTY'S capacity to effectively improve mental health access and care for consumers who are housed in juvenile probation facilities.
2. Increase consumers' timely access to care.
3. Increase consumers' participation in mental health prevention and intervention services via tele-mental health services.
4. Facilitate consumers' comfort and satisfaction with tele-mental health service delivery.

IV. PROGRAM OBJECTIVES:

A. CONTRACTOR shall provide virtual outpatient mental health services in compliance with Federal and State laws (Refer to Exhibit J).

B. CONTRACTOR shall provide services via secure and encrypted HIPAA compliant video-conference software to consumers on dedicated workstations located in COUNTY's Juvenile Probation facilities. Virtual sessions shall be provided in an environment that ensures privacy and free from outside noise.

C. CONTRACTOR shall follow emergency protocol procedures described in Exhibit K, 24/7 Emergency Coverage, for client emergencies during and outside of regularly scheduled appointments and business hours.

D. CONTRACTOR shall ensure all informed consent for treatment, member agreement for telehealth, unlicensed clinician, notice of privacy, authorization to release information, consumer rights forms and any other forms required by DHCS or COUNTY are signed by relevant participants. Parents and/or legal guardians of transition age youth or adults have the right to sign for treatment.

E. CONTRACTOR shall provide services according to Exhibit K: 24/7 Emergency Coverage. CONTRACTOR shall be trauma informed and provide services using Evidence Base Practices such Motivational Interviewing, Problem Solving Therapy, Cognitive Behavioral Therapy, and Crisis Oriented Recovery Services; and promising practices including Mindfulness. Each client shall receive up to twelve (12) sessions of mental health services. A session is to be at least fifty (50) minutes. Each client

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shall receive a total not to exceed six hundred (600) minutes.

F. All services shall be consistent with the initial and updated treatment plans and provided in clinically appropriate treatment modalities as authorized and directed by COUNTY in a timely and consistent manner.

G. CONTRACTOR's licensed clinical supervisors shall provide supervision, consultation, clinical oversight, and co-sign any treatment services provided by Psychiatric Nurse Practitioners.

H. CONTRACTOR shall notify COUNTY referring team when there are difficulties reaching a referred client, and when a client case is closed to CONTRACTOR without completing treatment.

I. CONTRACTOR shall have the capacity to deliver services in a manner that is culturally competent and linguistically appropriate (Spanish/English bilingual staff, training, organizational climate) for diverse cultures in Monterey County. Notwithstanding anything to the contrary in the Agreement or its exhibits, CONTRACTOR shall be obligated to provide services in the client's preferred language, provided that language is either English or Spanish. Friends or family members will not be expected to translate.

J. CONTRACTOR shall maintain client electronic records only through the COUNTY designated HIPAA-compliant electronic medical records system ("EMR").

K. CONTRACTOR shall record within COUNTY's EMR content for all services, including but not limited to the Initial Assessment, Psychiatry Medication management Progress Note, and Termination note by the end of their assigned shift on the same day that service is delivered. Providers will record both the time (minutes) used for direct services delivery and documentation.

V. EXPECTED OUTCOMES

A. 100% of County of Monterey Behavioral Health Bureau (MCBHB) consumers referred to CONTRACTOR will be housed in juvenile probation facilities.

B. 100% of consumers referred to CONTRACTOR will receive an initial appointment within two (2) hours of probation facility medical staff contact.

C. At least 50% of consumers who elect Telehealth services will participate in an initial assessment interview.

D. At least 70% of consumers who participate in psychotherapy services will report fully meeting or partially meeting their goals.

E. At least 70% of consumers who participate in an initial assessment interview will complete 6 to 12 sessions.

VI. POPULATION/CATCHMENT AREA TO BE SERVED

A. Monterey County Medi-Cal and non-Medi-Cal residents housed within juvenile probation facilities with mental health conditions.

VII. FINANCIAL ELIGIBILITY

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A. Monterey County clients may receive mental health services regardless of ability to pay or Medi-Cal eligibility. It is anticipated approximately 90% of clients served will have Medi-Cal eligibility.

VIII. TREATMENT SERVICES

A. Service Location: County of Monterey Juvenile Probation facilities

B. Estimated telepsychiatry to serve approximately 83-120 clients per fiscal year.

IX. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. COUNTY shall originate referrals through the juvenile probation facility medical staff to provide telepsychiatry service to youth housed in the facility. Service shall be exclusive to after hours, weekends and holidays.

B. COUNTY shall evaluate client's progress in treatment through a Utilization Review process.

X. MEETINGS/COMMUNICATIONS

A. CONTRACTOR will meet regularly with the designated MCBHB Deputy Director or Services Manager ("Contract Monitor") to monitor progress on consumer and program outcomes, oversee contract implementation, and evaluate contract usage, effectiveness, issues, and recommendations.

XI. REPORTING REQUIREMENTS

MCBHB shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission, the Department of Health Care Services and COUNTY. CONTRACTOR shall submit reports on the following outcomes data on a quarterly basis no later than thirty (30) days following the end of each quarter to the MCBHB Designated Contract Monitor:

A. Number of after hours, weekend, and holiday calls for psychiatry services

B. Response time measured by time from initial request for telepsychiatry session to time of session with client

C. Client satisfaction of telehealth services

D. Percent of clients who are provided prescriptions for medication (original dispensation or refill of existing prescribed medication).

XII. DESIGNATED CONTRACT MONITOR

Marni Sandoval, Psy. D.
Deputy Director of Behavioral Health, Children and Adolescent Services
Monterey County Behavioral Health
951-B Blanco Circle
Salinas, CA 93901
(831) 784-2170

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

The program services will be paid in arrears, not to exceed the listed negotiated rates for a total maximum of **$72,000** for the term of the Agreement as follows:

Monthly Pricing per Year	$3000.00
Number of visits included in monthly price	10
Price per visit if additional visits are needed	$260.00
Psychiatric-Child/Adolescent Hourly Rate	$155.00

Program Summary

Service	FY	Total Program Amounts
Psychiatric Health Facility	FY 2023-24	$36,000
	FY 2024-25	$36,000
Total		$72,000

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient

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fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (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.

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

MCHDBHFinance@co.monterey.ca.us

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

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 **$72,000** for services rendered under this Agreement.

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B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2023 to June 30, 2024	$36,000
July 1, 2024 to June 30, 2025	$36,000
TOTAL MAXIMUM COUNTY OBLIGATION:	**$72,000**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the 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

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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.

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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.

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

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hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

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C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT 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.

(The remainder of this page is left intentionally blank)

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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.

	FASPSYCH, LLC.
	Business Name of CONTRACTOR
DocuSigned by: Abraham Barton FFD64DF7C882431...	**Abraham Barton**
Signature of Authorized Representative	Name of Authorized Representative (printed)
3/14/2024 | 8:25 AM PDT	**President/Chief Executive Officer**
Date	Title of Authorized Representative

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EXHIBIT D:
ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☒ Employs fewer than fifteen persons;

B. ☐ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

CONTRACTOR's Name	CONTRACTOR, LLC	
Name of Designee	Abraham Barton	
Title of Designee	President/Chief Executive Officer	
Street: 8687 E. Via de Ventura, #310 Mailing Address:		
City: Scottsdale	State: AZ	Zip: 85258
IRS Employer Identification Number	20-8454744	

I certify that the above information is complete and correct to the best of my knowledge and belief.

DocuSigned by:
Abraham Barton
FFD64DF7C882431...

Date 3/14/2024 | 8:25 AM PDT

Signature of CONTRACTOR

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EXHIBIT E:
ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Culturally 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, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.
(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system. (CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.
(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.
(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

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3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

	FASPSYCH, LLC.
	CONTRACTOR (Organization Name)
DocuSigned by: Abraham Barton FFD64DF7C882431...	**Abraham Barton**
Signature of Authorized Representative	Name of Authorized Representative (printed)
3/14/2024 | 8:25 AM PDT	**President/Chief Executive Officer**
Date	Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **Upon Execution** ("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 **FASPSYCH, LLC** ("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

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will

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remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to

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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 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

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recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 <u>Business Associate Acknowledgment</u>.

(a) Business Associate acknowledges that, as between the Business Associate

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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 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

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Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

FasPsych, LLC.
Attn: Abraham Barton
8687 E. Via de Ventura, #310, Scottsdale, AZ 85258
Phone: (480) 970-9097
Fax: (480) 970-5318
Email: Abraham.Barton@faspsych.com

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer

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1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

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5.10 **Insurance**. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where

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Business Associate or its Subcontractor, employee, or agent is a named adverse party.

5.14 No Offshore Work. In performing the Services for, or on behalf of, Covered Entity, Business Associate shall not, and shall not permit any of its Subcontractors, to transmit or make available any PHI to any entity or individual outside the United States without the prior written consent of Covered Entity.

5.15 Information Blocking Rules. Business Associate shall not take any action, or refuse to take any action, with regard to Covered Entity's electronic health information that would result in "information blocking" as prohibited by 42 U.S.C. § 300jj-52 and 45 C.F.R. Part 171 (collectively, "Information Blocking Rules"). Business Associate and Covered Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

BUSINESS ASSOCIATE	**COVERED ENTITY**
By: DocuSigned by: Abraham Barton FFD64DF7C882431...	By:
Print Name: **Abraham Barton**	Print Name: **Elsa M. Jimenez**
Print Title: **President/CEO**	Print Title: **Director of Health**
Date: 3/14/2024 | 8:25 AM PDT	Date:

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EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:	July 1, 2023 - June 30, 2024	**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

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: _____ Telephone: _____

Send to:	MCHDBHFinance@co.monterey.ca.us	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:

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1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

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EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. **Federal Telehealth Law**

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

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a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

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delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."

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EXHIBIT K: REFERRAL PROCESS

- **Referral process (from juvenile probation facility to CONTRACTOR**)
    - Referral from Facility Nursing (Natividad) Staff (RN or NP)
        - Facility Nursing Staff has assessed that a psychiatric need (order or urgent issue) has presented to Juvenile Hall or the Youth Center outside of normal business hours and it is not medically appropriate to wait until the next business day; the Facility Nursing Staff will contact CONTRACTOR.
        - The Facility Nursing Staff will contact CONTRACTOR by phone at: 1-800-473-7569 and provide necessary details to address the presenting need.
        - CONTRACTOR will clarify upon making contact the following details:
            - which Monterey County Juvenile Facility is calling
            - name and date of birth of the youth consumer
            - Both CONTRACTOR and Facility Nursing Staff will exchange email contacts to facilitate the review of Physician Phone Orders for accuracy and for delivery of the signed medication order.
        - Facility Nursing Staff will email the Physician Phone Order to the CONTRACTOR provider for review and to obtain the provider signature to complete the medication order.
        - The Facility Nursing Staff will follow the medical orders and/or support the CONTRACTOR provider to access the youth as needed to make a clinical determination and/or address the specific need.
        - The Facility Nursing Staff will notify the assigned Behavioral Health Juvenile Hall Psychiatrist by email of the contact.
    - Referral from Probation (Director or Probation Services Manager (PSM) of Juvenile Hall or the Youth Center, or their designee)
        - If the Director/PSM or their designee determines that there is an urgent psychiatric concern and other typical options are not available (e.g. just released from the ER back to Juvenile Hall/no longer meets 5150 criteria), they may contact CONTRACTOR for **consultation** and **safety planning**.
        - CONTRACTOR will clarify upon making contact the following details:
            - which Monterey County Juvenile Facility is calling
            - name and date of birth of the youth consumer
        - The Director, PSM, or their designee will contact CONTRACTOR by phone at 1-800-473-7569 and provide the necessary details to address the presenting need, or to address the specific concern.
        - The Director, PSM, or their designee will notify the Juvenile Hall facility Behavioral Health staff for follow-up upon the completion of the consultation.

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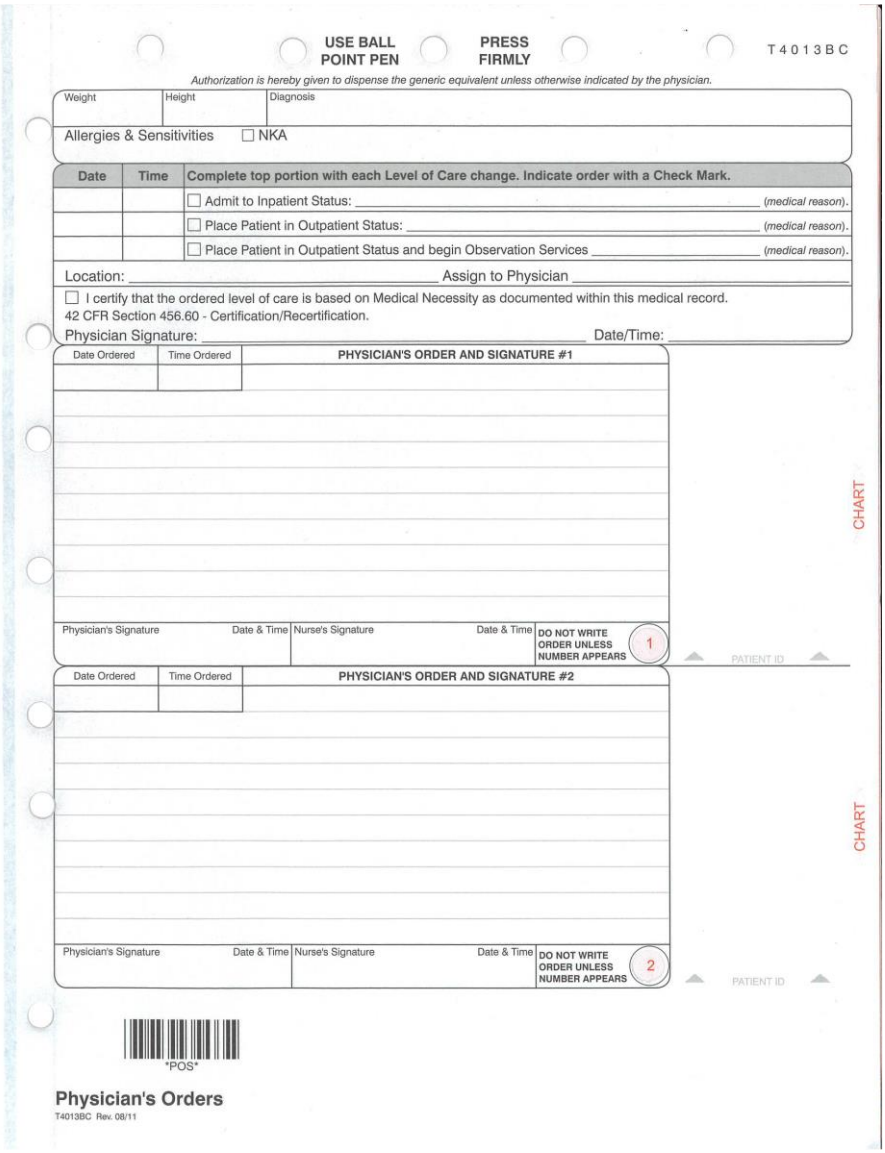
- **Expectations and workflow once CONTRACTOR receives a referral (including timeline expectations)**
    - Upon receiving **a referral for services from** Facility Nursing Staff **staff, CONTRACTOR** will contact the Nursing staff at Juvenile Hall or the Youth Center via telephone within 60 minutes of a request. Natividad Nursing protocols require a Physician Phone Order for any medication needs, updates, or referrals.
        - Juvenile hall nursing direct # (831) 755-3975 Nursing hours 0600-2130
        - Youth Center nursing direct # (831) 796-1254 Nursing hours 0600-1430
    - Upon receipt of a telephone Physician Phone Order initiated by Facility Nursing Staff on a medication renewal, medication review, or other psychiatric need, nursing staff will email the Physician Phone Order (see Exhibit L: Physician's Orders to the contacted provider at 800-473-7569 to ensure the order is correct
    - CONTRACTOR provider will sign and return via email the Physician Phone Order. This serves to complete the facility record.
    - All orders must be signed off and emailed back to the facility within 24 hours of renewal/prescription to ensure the attending Psychiatrist is aware of the change/update and to ensure Title 15 compliance.
    - Per California law, parental consent is required from the parent/guardian before any new medication can be administered, facility nursing staff will coordinate with the parent/guardian on acquiring signed consent under the assumption that the parent/guardian and patient have both been counseled on the purpose and side effects of the medication by way of the prescribing provider.
    - In the event **Probation Facility Staff contacts CONTRACTOR** for consultation and/or safety planning.
        - CONTRACTOR provider will determine if a virtual assessment with the youth consumer is necessary.
        - CONTRACTOR will provide direction to custody staff on safety measures and risk considerations (i.e., when to take the youth to the hospital or when to return the youth to the hospital for evaluation).
- **Documentation Expectations (within Avatar and Prescribing requirements)**
    - Due to the short-term nature of this service, all provider documentation must be **completed within 24 hours of the service request**. Notes include parent notifications, and medication cautions.
    - Open the CONTRACTOR AVATAR program and enter clinical documentation
    - Submit the necessary orders and documents to All Care Pharmacy.
- **Emergency procedures**

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- In the event that there is an emergency during a consultation or assessment with a youth, the CONTRACTOR staff will notify the facility lead or "Officer in Charge" at Juvenile Hall or the Youth Center **immediately**:
  - Call Juvenile Hall – 831-755-3981
  - Call Youth Center – 831-759-6700
- Provide:
  - Clinical direction for care to Facility staff to include:
    - Have youth assessed for a 5150 at local hospital
    - Assessment session with facility youth by CONTRACTOR
    - Safety Planning (in-facility)
    - Follow-up instructions

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EXHIBIT L: PHYSICIAN'S ORDERS



USE BALL POINT PEN PRESS FIRMLY T4013BC

Authorization is hereby given to dispense the generic equivalent unless otherwise indicated by the physician.

Weight	Height	Diagnosis

Allergies & Sensitivities ☐ NKA

Date	Time	Complete top portion with each Level of Care change. Indicate order with a Check Mark.
		☐ Admit to Inpatient Status: _____ (medical reason).
		☐ Place Patient in Outpatient Status: _____ (medical reason).
		☐ Place Patient in Outpatient Status and begin Observation Services _____ (medical reason).

Location: _____ Assign to Physician _____

☐ I certify that the ordered level of care is based on Medical Necessity as documented within this medical record.
42 CFR Section 456.60 - Certification/Recertification.

Physician Signature: _____ Date/Time: _____

Date Ordered	Time Ordered	PHYSICIAN'S ORDER AND SIGNATURE #1

Physician's Signature	Date & Time	Nurse's Signature	Date & Time	DO NOT WRITE ORDER UNLESS NUMBER APPEARS
				1

CHART PATIENT ID

Date Ordered	Time Ordered	PHYSICIAN'S ORDER AND SIGNATURE #2

Physician's Signature	Date & Time	Nurse's Signature	Date & Time	DO NOT WRITE ORDER UNLESS NUMBER APPEARS
				2

CHART PATIENT ID

POS

Physician's Orders

T4013BC Rev. 08/11

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RENEWAL AND AMENDMENT NO. 1 BETWEEN
COUNTY OF MONTEREY & FASPSYCH, LLC.

THIS **RENEWAL AND AMENDMENT NO. 1** is made to the MENTAL HEALTH SERVICES AGREEMENT by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **FASPSYCH, LLC.**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into a two-year MENTAL HEALTH SEVICES AGREEMENT in the amount of $72,000 for the term of April 5, 2024, through June 30, 2025.

WHEREAS, on July 1, 2025, the Agreement between the COUNTY and CONTRACTOR expired.

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

1. Add $930.00 in Fiscal Year (FY) 2024/2025 to support administrative services effective January 1, 2025, through June 30, 2025.
2. Provide additional funding and extend the term of the Agreement through Fiscal Year (FY) 2025-2026.
3. Revise Payment and Billing Provisions

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

1. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

2. Section V, TERM AND TERMINATION, A, Term., shall be amended by removing the language, "This Agreement shall be effective **upon execution** and shall remain in effect until June 30, 2025.," and replacing it with "This Agreement shall be effective **April 5, 2024,** and shall remain in effect until **June 30, 2026**."

3. This RENEWAL AND AMENDMENT NO. 1 increases the contract amount by $40,350.00 for a revised total agreement amount not to exceed $112,350.

4. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement

5. A copy of this RENEWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by the County on April 5, 2024.

(the remainder of this page is intentionally left blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 7/22/2025

Approved as to Fiscal Provisions [2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/23/2025

Approved as to Liability Provisions [3]

By: _____
Risk Management

Date: _____

FASPSYCH, LLC.

By: DocuSigned by: Abraham Barton FFD64DF7C882431...
(Signature of Chair, President, or Vice-President)*

ABRAHAM BARTON, PRESIDENT/CEO
Name and Title

Date: 7/7/2025

By: DocuSigned by: Randy Little 17915CAC1E4E422...
(Signature of Secretary, Ass. Secretary, CFO, Treasurer or Asst. Treasurer)*

RANDY LITTLE/TREASURER/COO/CFO
Name and Title

Date: 7/7/2025

County Board of Supervisors' Agreement Number:

*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 B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Negotiated Rates

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

The program services will be paid in arrears, not to exceed the listed negotiated rates for a total maximum of **$112,350** for the term of the Agreement as follows:

FY2023-2024

Description	Hourly Rate	Rates (Per Month)	UOS	Total $ Amt
Client Visits	-	$3,000	12	$36,000
Total Maximum Liability				$36,000

FY2024-2025

Description	Hourly Rate	Rates (Per Month)	UOS	Total $ Amt
Client Visits (10 or fewer visits per month)	-	$3,000	12	$36,000
Administrative Services (Required Training, Mandatory meetings, patient staffing, other required non-clinical activities)	$155.00	-	6	$930
Total Maximum Liability				$36,930

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FY2025-2026

Description	Hourly Rate	Rates (Per Month)	UOS	Total $ Amt
Client Visits (10 or fewer visits per month)	-	$3,000	12	$36,000
Additional Visits	$260.00		6	$1,560
Administrative Services (Required Training, Mandatory meetings, patient staffing, other required non-clinical activities)	$155.00	-	12	$1,860
Total Maximum Liability				$39,420

Program Summary

Service	FY	Total Program Amounts
Psychiatric Health Facility	FY 2023-2024	$36,000
	FY 2024-2025	$36,930
	FY 2025-2026	$39,420
Total		**$112,350**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

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

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or

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end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement,and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$112,350** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2023 – June 30, 2024	$36,000
July 1, 2024 - June 30, 2025	$36,930
July 1, 2025 - June 30, 2026	$39,420
TOTAL MAXIMUM COUNTY OBLIGATION:	**$112,350**

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

VI. BILLING AND PAYMENT LIMITATIONS

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

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applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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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 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

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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 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.

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D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

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

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR

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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
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health
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 **PROMESA BEHAVIORAL HEALTH** (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: **Promesa Behavioral Health is a short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS
EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit A: Program Description, Exhibit B: Payment and Billing Provisions, and Exhibit H: Budget and Expenditure Report, all of which are made part of this Agreement.

B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

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V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2026**.

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,

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insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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;

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4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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.

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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.

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;

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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.

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.

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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.

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

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(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.

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

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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:

   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.

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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 Incentive 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:

   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

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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;

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))

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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)

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.

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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,

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

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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 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

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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.

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

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Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

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.

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

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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.

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XVII. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this 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.

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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, 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).

C. 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.;

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3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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.

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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 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;

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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 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.

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Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

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

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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.

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	**CONTRACTOR**
Melanie Rhodes, LMFT, LPCC, CCISM Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 796-1742	Lisa Weigant, MA, CFO Promesa Behavioral Health 7120 N. Marks Avenue, #110 Fresno, CA 93711 (559) 439-5437 ext. 593

(The remainder of this page is left intentionally blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY	**PROMESA BEHAVIORAL HEALTH**
By: DocuSigned by: C7A30BA59CA8423...	By: Signed by: Lisa Weigant 91C2F9ED6138436...
Elsa M. Jimenez, Director of Health Services	(Signature of Chair, President, or Vice-President)*
Date: 3/26/2025 | 5:07 PM PDT	**Lisa Weigant, Chief Executive Officer** Name and Title
Approved as to Form[1] DocuSigned by:	Date: 2/6/2025
By: Kevin Serrano CF464EA4829E4B5...	
County Counsel	
Date: 2/14/2025	
Approved as to Fiscal Provisions[2] DocuSigned by:	By: Signed by: Erlan Zuniga 89640DDF9BE04A5...
By: Jennifer Forsyth 4E7E657875454AE...	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*
Auditor/Controller	**Erlan Zuniga, Chief Financial Officer** Name and Title
Date: 2/14/2025	Date: 2/6/2025
Approved as to Liability Provisions[3]	
By:	
Risk Management	
Date:	

County Board of Supervisors' Agreement Number: _____

*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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SHORT-TERM RESIDENTIAL THERAPETIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Promesa Behavioral Health
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
(559) 439-5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.

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d. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter-Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.

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v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

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g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.
   i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
   ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
   iii. Provide notification to COUNTY of any hospitalization.

III. OUTCOME OBJECTIVES

A. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
B. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
C. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

IV. TREATMENT SERVICES

A. **Mode of Service**: Outpatient

B. Contracted units of services by service type:
Contractor is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary for up to four (4) youth, per fiscal year. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-25			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,100
Mental Health Rehab Specialist			520
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			3,140

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Fiscal Year (FY) 2025-26			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1,100
Mental Health Rehab Specialist			520
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			3,140

Services shall be coded under Avatar program Name/Code

	Address	**Code**
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**	**TBD**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**	**TBD**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**	**TBD**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**	**TBD**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**	**TBD**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**	**TBD**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**	**TBD**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**	**TBD**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**	**TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

C. Delivery Sites(s):

The CONTRACTOR'S services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	**Address**
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**

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Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**

D. Hours of Operation:
The STRTP will operate a twenty-four (24) hours per day, (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

V. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County IPC or by Court Order. The current Agreement is for the **four** (4) eligible residents of Monterey County per Fiscal Year. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
2024-2025	4
2025-2026	4

VI. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx.
The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

VII. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated

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funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

VIII. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.
A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):
1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

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C. Intervention Related Criteria (must have all three):
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

IX. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

X. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

XI. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.
B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
    a. Total number of children/youths served
    b. Number of CFT meetings attended per quarter
    c. Number of children/youths who have returned to lower levels of care
    d. Report on each Outcome Objective in Section III.

XII. DESIGNATED CONTRACT MONITOR

Liz Perez-Cordero, Psy. D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
Salinas, CA 93901
(831) 755-8430

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XIII. 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 under Medi-Cal.

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 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

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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 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

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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 law compliant client authorization to share client information with and among all other

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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.

XIV. 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. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

3. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client’s medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR’s providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of

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Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment

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provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. 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: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA).

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

PROVISIONAL RATE: NEGOTIATED RATE

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

CONTRACTOR may exceed units by clinician within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid for actual usage in arrears, not to exceed the negotiated rates for a total amount not to exceed **$36,426** for **FY 2024-2026** *(amounts are rounded to the nearest dollar)*:

Fiscal Year (FY) 2024-25					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480	$ 16.99	$ 8,155.00
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1100	$ 4.42	$ 4,862.00
Mental Health Rehab Specialist			520	$ 3.33	$ 1,732.00
Peer Recovery Specialist			520	$ 3.33	$ 1,732.00

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Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732.00
Total Maximum Amount FY 2024-25					**$ 18,213.00**

Fiscal Year (FY) 2025-26					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	480	$ 16.99	$ 8,155.00
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			1100	$ 4.42	$ 4,862.00
Mental Health Rehab Specialist			520	$ 3.33	$ 1,732.00
Peer Recovery Specialist			520	$ 3.33	$ 1,732.00
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732.00
Total Maximum Amount FY 2024-25					**$ 18,213.00**

IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this

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

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this

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Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$36,426.00** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 3, 2024 to June 30, 2025	$18,213.00
July 1, 2025 to June 30, 2026	$18,213.00
TOTAL MAXIMUM COUNTY OBLIGATION:	**$36,426.00**

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

VI. BILLING AND PAYMENT LIMITATIONS

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

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that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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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 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

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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 CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

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C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly

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Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

Signed by:
Lisa Weigant
91C2F9ED6138436...
Signature of Authorized Representative

2/6/2025
Date

Promesa Behavioral Health
Business Name of Contractor

Lisa Weigant
Name of Authorized Representative (printed)

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 Name	Promesa Behavioral Health	
Name of Designee	Lisa Weigant	
Title of Designee	Chief Executive Officer	
Street: 7120 N. Marks Avenue, Suite #110		
City: Fresno	State: CA	Zip: 93711
IRS Employer Identification Number	77-0174896	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signed by: Lisa Weigant 91C2E9ED6138436... CEO Signature & Title of Contractor	Date 2/6/2025	

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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.

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- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.
- 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.

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2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of 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.

	Promesa Behavioral Health Contractor (Organization Name)
Signed by: Lisa Weigant 91C2F9ED6138436... Signature of Authorized Representative	**Lisa Weigant** Name of Authorized Representative
2/6/2025 Date	Chief Executive Officer Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **September 3, 2024** ("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 **Promesa Behavioral Health** ("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:

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AGREEMENT

1. DEFINITIONS

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. § 164.504I(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

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45 C.F.R. § 164.504I(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted under 45 C.F.R. § 164.504I(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. § 164.410I, 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

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non- permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a

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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

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality,

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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 of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

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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. § 164.504I(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 **Survival**. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 **Amendments; Waiver**. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

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If to Business Associate, to:

Promesa Behavioral Health
Attn: Lisa Weigant, CEO
7210 N Marks Avenue, Suite 110
Fresno, CA 93711
Phone: (559) 439-5437 ext. 593

If to Covered Entity, to:

County of Monterey Health Department Attn:
Compliance/Privacy Officer
1270 Natividad Road
Salinas, CA 93906
Phone: 831-755-4018
Fax: 831-755-4797
Email: sumeshwarsd@countyofmonterey.gov

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

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5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

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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.

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.

I. BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Lisa Weigant 91C2F9ED6138436...	By: DocuSigned by: C7A30BA59CA8423...
Print Name: **Lisa Weigant**	Print Name: **Elsa M. Jimenez**
Print Title: Chief Executive Officer	Print Title: Director of Health Services
Date: 2/6/2025	Date: 3/26/2025 | 5:07 PM PDT

January, 2024

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EXHIBIT G: Behavioral Health Invoice Form

		Invoice Number :	
Contractor :			
Address Line 1		**County PO No.:**	
Address Line 2			
		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		**Final Invoice :**	(Check if Yes)
BH Division :	Mental Health Services	BH Control Number	

Payment Provisions	Total Maximum Amount FY 2023-24	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
				$ -	
				$ -	
				$ -	
TOTALS	$ -	$ -	$ -	$ -	

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: _____ Telephone: _____

Send to:	MCHDBHFinance@countyofmonterey.gov	Behavioral Health Authorization for Payment	
		Authorized Signatory	Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

CONTRACTOR'S NAME

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

Fiscal Year _____

Program Name: _____ **AVATAR Program(s):** _____

Unduplicated Number of Clients Served: _____ **Address:** _____

Service Description	Mode of Service	Service Function Code	Total Units of Service	Amount Due from the COUNTY	Estimated Medi-Cal Units of Service		Estimated Federal Financial Participation (FFP) Revenue
							$ -
				Approved Budget		Actual for 6 Months	Actual Year-to-Date
A. PROGRAM REVENUES							
Monterey County Funds (Monterey County's Use):							
Provisional Rates							
Estimated Federal Financial Participation (FFP)				$ -			
Cash Flow Advances							
						$ -	
Total Requested Monterey County Funds						$ -	$ -
Other Program Revenues							
TOTAL PROGRAM REVENUES (equals Allowable Costs)				$ -		$ -	$ -
B. ALLOWABLE COSTS - Allowable expenditures for the care and services of placed Monterey County clients allocated in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories list. CONTRACTOR is expected to be able to identify direct and indirect costs directly from its financial statements.							
I. Direct Cost Centers - a direct cost, as defined in OMB A-87, is a cost that can be identified specifically with a particular final cost objective.							
A. Mode Costs (Direct Services)				Approved Budget		Actual for 6 Months	Actual Year-to-Date
1 Salaries and wages (please fill out Supplemental Schedule of Salaries and Wages)							

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2	Payroll taxes				
3	Employee benefits				
4	Workers Compensation				
5	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)				
6	Temporary Staffing				
7	Flexible Client Spending (please provide supporting documents)				
8	Travel (costs incurred to carry out the program)				
9	Employee Travel and Conference				
10	Communication Costs				
11	Utilities				
12	Cleaning and Janitorial				
13	Maintenance and Repairs - Buildings				

		Approved Budget	Actual for 6 Months	Actual Year-to-Date
14	Maintenance and Repairs - Equipment			
15	Printing and Publications			
16	Memberships, Subscriptions and Dues			
17	Office Supplies			
18	Postage and Mailing			
19	Medical Records			
20	Data Processing			
21	Rent and Leases - equipment			
22	Rent and Leases - building and improvements (please identify the property address and method of cost allocation)			
23	Taxes and assessments (Please identify the property address and method of cost allocation)			
24	Interest in Other Long-term debts (please identify the property address and method of cost allocation)			
25	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County and must meet the criteria of a direct cost)			
26	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
27	Miscellaneous (please provide details)			
28	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
29	**Total Mode Costs**	$ -	$ -	$ -
	B. Administrative Costs - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided.			

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30	Salaries and Benefits			
31	Supplies			
32	Others - please provide details. Expense must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.			
33	Depreciation Expenses (please exclude assets purchased by COUNTY funds and provide Schedule of Depreciation expense.)			
34	**Total Administrative Costs**	**$ -**	**$ -**	**$ -**
35	**TOTAL DIRECT COSTS**	**$ -**	**$ -**	**$ -**

II Indirect Cost Centers - include all costs that are incurred for a common or joint purpose benefitting more than one final cost objective, that are not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. The indirect cost centers correspond directly with the expense accounts defined in the Accounting Standards and Procedures for Counties, which is published by the California State Controller's Office.

	INDIRECT COSTS	**Approved Budget**	**Actual for 6 Months**	**Actual Year-to-Date**
36	Equipment (purchase price of less than $5000)			
37	Rent and Leases - equipment			
38	Rent and Leases - building and improvements			
39	Taxes and assessments			
40	Insurance and Indemnity			
41	Maintenance - equipment			
42	Maintenance - building and improvements			
43	Utilities			
44	Household Expenses			
45	Interest in Bonds			
46	Interest in Other Long-term debts			
47	Other interest and finance charges			
		Approved Budget	**Actual for 6 Months**	**Actual Year-to-Date**
48	Contracts Administration			
49	Legal and Accounting (when required for the administration of the County Programs)			
50	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			
51	Data Processing			
52	Personnel Administration			
53	Medical Records			
54	Other Professional and Specialized Services			
55	Transportation and Travel			
56	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			
57	**Total Indirect costs**	**$ -**	**$ -**	**$ -**

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63 Total Allowable Costs		$ -	$ -	$ -
COST REPORT INFORMATION:				
64	Land			
65	Buildings and Improvements			
66	Equipment (purchase price of $5000 or more)			
67	Total	0		

We hereby certify to the best of our knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

Supplemental Schedule of Salaries and Wages - Mode Cost (Direct Services)

TITLE OF POSITION	Annual Salary/Wage	FTE (Full Time Employee)	TOTAL
Sample: Social Worker	$ 45,000	0.75	$ 33,750
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
			$ -
Total Salaries and Wages			$ -

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EXHIBIT I: AUDITS AND AUDIT APPEALS

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.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.

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. Notwithstanding 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.

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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;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT J: FEDERAL AND STATE TELEHEALTH LAWS

Purpose: Demonstrate CONTRACTOR's telehealth compliance with federal & state telehealth laws

A. **Federal Telehealth Law**

There are no specific federal laws governing the delivery of telehealth related to compliance, but there are numerous laws requiring telehealth reimbursement parity with face-to-face services. However, in parity with on-ground mental health services, Telehealth 'covered entities' are required to uphold federally-established HIPAA regulations according to the Health Insurance Portability and Accountability Act of 1996.

HIPAA Regulations: In addition to standard operations, HIPAA security guidelines for the electronic delivery of telehealth services have been established by HITECH (Health Information Technology for Economic and Clinical Health) as part of the American Recovery and Reinvestment Act of 2009 (ARRA). Specifically, CONTRACTOR Telehealth technologies and operational standards conform to HITECH guidelines for HIPAA compliance through:

1. **Technology Security**
    a. IETF-standard Secure Sockets Layer (SSL) and Transport Layer Security (TLS) protocols are used to protect all communication between endpoints. To provide maximum protection against eavesdropping, modification, or replay attacks, the only SSL cipher suite supported for non-Web-site TCP connections is 1024-bit RSA with 128-bit AES-CBC and HMAC-SHA1
    b. End-to-end 128 bit encryption that protects both ends of the connection
    c. Multi-layer cryptography, server, certificate, and user authentication prevent unauthorized access
2. **Role-based Security Features**
    a. Platform user permissions are centrally assigned to approved providers by the CONTRACTOR's Director of Operations only (controlled access to platform)
    b. Each session has a uniquely coded session ID that is not reusable
    c. No one else can enter the session uninvited (including staff members)
3. **Security Monitoring**
    a. occurs simultaneously on three levels, 1) CONTRACTOR Provider; 2) Facility; and 3) Behavioral Health
    b. Provider has on-screen monitoring tools to see who is connected to the session at all times
    c. Facility and BH monitors daily activity plus comprehensive data logs to ensure appropriate, secure use of system
    d. CONTRACTOR Data Centers are physically guarded and continually monitored for security and performance, guarding against cyber attacks
4. **Information Access**

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a. Communications and user identities are NEVER visible to any third party

b. User logs and activity is not visible to anyone but the CONTRACTOR Director of Operations

c. Sessions are not recorded

d. Contingency and Emergency Operations Plan

5. **Stringent Policies and Procedures**

a. Extensive training plus CONTRACTOR policies and procedures for clinicians governing use of the platform, their behavior online, and how they access and manage client information.

b. We also work closely with clients to ensure their compliance to HIPAA confidentiality measures (such as confirming no one can overhear their session, confirming they are in a secure and private location, etc.

B. **California Telehealth Law**

California was one of the earliest adopters of a state telehealth policy with the passing of The Telemedicine Development Act of 1996, which established a legal requirement to recognize telehealth services as equivalent to face to face services, and for such services to be reimbursable by both Medi-Cal and Medicare, as well as commercial insurers.

Current and relevant CA telehealth codes/laws include:

• **Cal. Health & Safety Code § 1374.13. (c)** - On and after January 1, 1997, no health care service plan contract that is issued, amended, or renewed shall require face-to-face contact between a health care provider and a patient for services appropriately provided through telemedicine, subject to all terms and conditions of the contract agreed upon between the enrollee or subscriber and the plan.

• **Cal. Health & Safety Code § 14132.72. (a)** - It is the intent of the Legislature to recognize the practice of telemedicine as a legitimate means by which an individual may receive medical services from a health care provider without person-to-person contact with the provider.

• **AB 415 (2012)** – Was passed to facilitate the advancement of telehealth as way of providing health services. The law established that telehealth services may consist of a real-time (synchronous) interaction between a patient and a health care provider located at a distant site or may involve the transmission of a patient's medical information from patient's site to a distant site without the presence of the patient ("asynchronous store and forward"). The law also affirmed that the use of telehealth includes allied health professions such as mental health practitioners. (See Cal. Bus. & Prof. Code § 2290.5).

• **AB 809 (2015)** - Provided that informed consent for telehealth services may be verbal only, although USCTH still obtains written consent and acknowledgement of telehealth service delivery as a "best practice".

Additional Important Telehealth Facts:

California law considers telehealth equivalent to in-person services ... Regulations established by The Telemedicine Development Act of 1996 focus on the prompt and equivalent payment for telemedicine services by contracting entities to uphold the law's intention that **telemedicine/telehealth be recognized as a legitimate means of service**

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delivery the same as face-to-face services for all services that are possible through a telehealth platform.

Allied health professions are covered under the law ... Please note that the language from the Telemedicine Development Act of 1996 (Senate Bill 1665) was updated in 2012 to "**telehealth**" instead of telemedicine and covers **allied health** professions in addition to medical services.

CMS has a history of paying for telehealth services ... For informational purposes, a recent article in *healthitoutcomes.com – May, 28, 2015* – states "Total reimbursements for telemedicine by the Centers for Medicare & Medicaid Services reached $13.9 million in 2014."

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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 Glenn Church, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-17250
a. Approve and authorize the Director of Health Services or designee to execute a Mental Health Services Agreement for a retroactive term beginning September 3, 2024 through June 30, 2026 with Promesa Behavioral Health for the provision of Short-term Residential Therapeutic Program (STRTP) treatment services including Case Management, Mental Health Services, Medication Support, and Crisis Intervention for children/youth in the amount of $18,213 for Fiscal Year (FY) 2024-2025 and $18,213 for Fiscal Year (FY) 2025-2026 for a total Agreement amount not to exceed $36,426; and
b. Approve and authorize the Director of Health Services or their designee to execute up to three (3) future amendments that do not exceed 10% ($3,642) of the original Agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $40,069.

PASSED AND ADOPTED on this 18th day of March 2025, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez and Daniels
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 March 18, 2025.

Dated: March 18, 2025
File ID: A 25-048
Agenda Item No.: 51

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

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AMENDMENT NO. 1 TO AGREEMENT A-17250 BY AND BETWEEN COUNTY OF MONTEREY & PROMESA BEHAVIORAL HEALTH

THIS AMENDMENT is made to MENTAL HEALTH SERVICES AGREEMENT **A-17250** by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and **PROMESA BEHAVIORAL HEALTH.**, hereinafter referred to as "CONTRACTOR."

WHEREAS, the COUNTY and CONTRACTOR entered into a twenty-one month MENTAL HEALTH SEVICES AGREEMENT in the amount of $36,426 for the term of September 3, 2024 to June 30, 2026.

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

1. Add $34,224 in Fiscal Year (FY) 2024-2025, $112,708 in Fiscal Year (FY) 2025-2026
2. Provide $134,804 in additional funding and extend the term of the Agreement through Fiscal Year (FY) 2026-2027
3. Revise Program Description
4. Revise Payment and Billing Provisions

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

1. EXHIBIT A-1 PROGRAM DESCRIPTION replaces EXHIBIT A. All references in the Agreement to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

2. EXHIBIT B-1 PAYMENT PROVISIONS replaces EXHIBIT B. All references in the Agreement to EXHIBIT B shall be construed to refer to EXHIBIT B-1.

3. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in the Agreement.

4. Section V.A. "Term" shall be amended by removing "This Agreement shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2026**." and replacing it with "This Agreement shall be shall be effective **September 3, 2024** and shall remain in effect until **June 30, 2027**."

5. This AMENDMENT NO. 1 shall be effective September 3, 2024.

6. This Amendment increases the contract amount by $281,736 for a revised total agreement amount not to exceed $318,162.

7. A copy of AMENDMENT NO. 1 to Agreement A-17250 shall be attached to the original AGREEMENT executed by the County on March 26, 2025.

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Elsa Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF484EA4829E4B5...
County Counsel

Date: 7/22/2025

Approved as to Fiscal Provisions [2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor/Controller

Date: 7/23/2025

Approved as to Liability Provisions [3]

By: _____
Risk Management

Date: _____

PROMESA BEHAVIORAL HEALTH

By: Signed by: Lisa Weigant 91C2F9ED6138436...
(Signature of Chair, President, or Vice-President)*

Lisa Weigant, CEO
Name and title

Date: 7/22/2025

By: Signed by: Erlan Zuniga B15611B15127458...
(Signature of Secretary, Ass. Secretary, CFO, Treasurer or Asst. Treasurer)*

Erlan Zuniga, CFO
Name and Title

Date: 7/22/2025

County Board of Supervisors' Agreement Number:

*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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SHORT-TERM RESIDENTIAL THERAPETIC PROGRAM

I. IDENTIFICATION OF PROVIDER

Promesa Behavioral Health
7120 N. Marks Avenue, Suite 110
Fresno, CA 93711
(559) 439-5437

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

CONTRACTOR is licensed by the California State Department of Social Services as a Short-Term Residential Therapeutic Program (STRTP) and maintains Mental Health Program Approval and Medi-Cal certification to provide an integrated program of specialized and intensive care, services and supports, specialty mental health services, and 24-hour supervision on a short-term basis for children and youth with complex and severe needs. The STRTP is intended for children whose behavioral and therapeutic needs are not able to be met in a home-based family setting, even with the provision of supportive services, and who require the level of supervision and clinical interventions provided by a STRTP.

Children and youth requiring STRTP care need a multi-faceted approach of care. It is expected that services will be provided within the context and implementation of the Integrated Core Practice Model (ICPM) as outlined in the Katie A. Settlement. The ICPM is a comprehensive model for serving children and youth in need. The ICPM Guide publication in the Medi-Cal Manual available through the Department of Health Care Services defines the ICPM as, "a set of practices and principles that promotes a set of values shared by all who seek to support children, youth, and families involved in child-serving agencies including, but not limited to, the child welfare system, special education, probation, drug and alcohol, and other health and human services agencies or legal systems with which the child or youth is involved".

B. PROGRAM GOALS

a. Provide trauma-informed therapeutic interventions and integrated programming designated to treat and ameliorate the behavioral health symptoms and improve functioning.
b. Provide a range of services, of varying intensity, tailored to the individual needs of the child, which can be adjusted during his or her stay in the program as they are meeting goals and improving functioning.
c. Provide mental health interventions so that children and adolescents may move to less restrictive/intensive treatment settings.
d. Child/youth develops effective problem-solving and coping skills to resolve behavioral and emotional problems, improving relationships, and overall functioning.

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C. PROGRAM OBJECTIVES

a. CONTRACTOR shall provide residential and specialty mental health services to eligible Monterey County youth.
   i. Client meets the STRTP Placement Criteria pursuant to WIC sections 4096 and 11462.01.
   ii. Treatment will be available to every client according to their specific needs and prescribed in a manner consistent with their treatment plans. Psychotropic medication will be made available through psychiatric consultation and routinely monitored.
   iii. Services will be strength-based, individualized, and will consider each client's age and appropriate developmental needs, maturational level, culture, language, family values and structure, educational functioning level, and physical health.
   iv. Service provision meets medical necessity criteria (Title 9, California Code of Regulations (CCR), Ch. 11, Sections 1830.205 and 1830.210) as indicated in the Case Plan to meet individual goal
   v. Services shall be appropriate for the needs of youth involved in the Child Welfare and/or Juvenile Justice systems; trauma exposed; the Lesbian, Gay, Bisexual, Trans-gender, Queer and/or Questioning (LGBTQ); and Special Education communities.

b. CONTRACTOR will receive referrals/approvals only through the COUNTY Inter- Agency Placement Committee (IPC) or Court Order. All referrals for services will be assessed for eligibility according to the following criteria:
   i. Evidence of symptoms of a mental health problem which meet the criteria for DSM 5 or the 10th revision of the international Statistical Classification of Disease and Related Health Problems (ICD-10) diagnosis as an included diagnosis in Title 9, CCR, Ch. 11, Section 1830.205
   ii. Evidence of impaired functioning in one or more of the areas of self-care, danger to harm self, behavior towards others, family functioning, school performance, moods/emotions, substance use, and/or cultural adjustment.

c. CONTRACTOR shall maintain staffing requirement:
   i. Staff meet the minimum licensing requirements as set forth in CCR Title 9, Title 19, Title 22, and Medi-Cal regulations
   ii. Psychiatric services will be available to support clients ages 6-18 and the ability to provide treatment to clients with co-occurring disorders as part of the service continuum.
   iii. Staff shall be appropriately trained and meet the qualifications of the Licenses Practitioner of the Healing Arts (LPHA) as well as meet discipline specific relevant State and local building and safety requirements.
   iv. Provide ongoing clinical supervision to practitioners involved in direct service to clients.
   v. Services shall be culturally and linguistically appropriate for the target population. At a minimum. Services shall be made available in the two (2) threshold languages (English and Spanish).

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d. CONTRACTOR shall coordinate care planning efforts with other child-serving agencies and institutions involved in delivering services to the child and family to ensure comprehensive and consistent care.

e. CONTRACTOR shall utilize the Child and Adolescent Needs and Strengths (CANS) assessment tool
   i. The CONTRACTOR will adhere to the Monterey County Behavioral Health CANS/ANSA/PSC-35 policy: https://www.co.monterey.ca.us/home/showdocument?id=87702
   ii. CANS will be administered as appropriate to clients to support decision making and treatment planning, facilitate quality improvement, and monitor the outcomes of services.
   iii. CONTRACTOR is responsible for training, certifying, and annually recertifying their staff on the CANS Comprehensive 5+. In addition, if the CONTRACTOR provides services to children ages 0-5, the CONTRACTOR is responsible for training, certifying, and annually re-certifying their staff on the CANS: Early Childhood.
   iv. CONTRACTOR shall maintain staff as CANS Trainers to ensure sustainability and that CANS principles and philosophy are integrated into clinical practice.
   v. CONTRACTOR will establish an online account with Pared Foundation to access online CANS trainings and certification and set goals towards transitioning back to lower level of care.

f. CONTRACTOR shall use the Child and Family Team (CFT) process to identify team members, client needs and services, and set goals toward transitioning back to lower level of care.
   i. A CFT is a highly facilitated process, and it is only a CFT meeting if decisions about goals and strategies to achieve them are made with involvement of the child and family members.
   ii. After January 1, 2017, a child or youth is required to have a CFT within the first sixty (60) days of entering into the child welfare or probation foster care placement. As defined in Welfare and Institutions Code (WIC), Section 16501, a CFT is also required for those children and youth residing in a group home or STRTP placement with an existing Case Plan. Best practice dictates that meetings should occur as soon as possible for purposes, including but not limited to, case planning, placement determination, emancipation planning and/or safety planning. The CONTRACTOR providing mental health services to children in the child welfare or probation system may participate in the CFT.
   iii. CONTRACTOR shall provide client progress for the CFT to determine appropriate or ongoing placement, if necessary.
   iv. The CONTRACTOR will make CANS data available for the CFT to determine appropriate or ongoing placement, if necessary.

g. The CONTRACTOR shall follow guidelines when the client is transitioning to a new program or lower level of placement.

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i. Coordinate with the new provider to assure understanding of client's strengths, needs, supports, and goals.
ii. Provide copies of Care Plan, Narrative Summary, and Assessment information to the new provider.
iii. Provide notification to COUNTY of any hospitalization.

D. OUTCOME OBJECTIVES

1. Reduce the level of functional impairment of child or youth
   a. Data Source: CANS Data
2. Reduce Hospitalizations
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report the number of clients in placement who have been hospitalized.
3. Timely return to lower level of care
   a. Data Source: CONTRACTOR'S Electronic Health Record (EHR) to report length of stay and successful program completions with at least 80% of admissions

E. TREATMENT SERVICES

A. **Mode of Service**: Outpatient

B. Contracted units of services by service type:
Contractor is Medi-Cal certified to provide the following Specialty Mental Health Services, as medically necessary for up to **three (3)** youth, for Fiscal Year (FY) 24/25, **four (4)** youth, for Fiscal Year (FY) 25/26 and four **(4) youth** for Fiscal Year (FY) 26/27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2024-25			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	519
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			6,903
Mental Health Rehab Specialist			2,896
Peer Recovery Specialist			520
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520
Total			11,358

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Fiscal Year (FY) 2025-26			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,296
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,424
Mental Health Rehab Specialist			7,296
Peer Recovery Specialist			1,440
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1,440
Total			28,896

Fiscal Year (FY) 2026-2027			
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1,296
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17,424
Mental Health Rehab Specialist			7,296
Peer Recovery Specialist			1,440
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1,440
Total			28,896

Services shall be coded under Avatar program Name/Code

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	Address	Code
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**	**TBD**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**	**TBD**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**	**TBD**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**	**TBD**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**	**TBD**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**	**TBD**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**	**TBD**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**	**TBD**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**	**TBD**

There is no limitation on the mix of units of service other than the maximum contract dollar amount found in Exhibit B of this contract.

C. Delivery Sites(s):
The CONTRACTOR'S services described hereunder shall be provided in a licensed STRTP site(s). CONTRACTOR shall not place children at a service delivery site not listed.

Site	Address
Marks House	**7120 N. Marks Ave., Ste 110, Fresno, CA 93711**
Spruce House	**775 E. Spruce Ave., Fresno, CA 93720**
Niles 5 House	**1853 E. Niles Ave., Fresno, CA 93720**
Van Ness House	**1027 N. Van Ness Ave., Fresno, CA 93728**
Minarets House	**718 E. Minarets Ave., Fresno, CA 93720**
Millbrook House	**4291 N. Millbrook Ave., Fresno, CA 93726**
Niles 4 House	**1942 E. Niles Ave., Fresno, CA 93720**
Barstow House	**1415 W. Barstow Ave., Fresno, CA 93711**
Madera House	**10120 Lanes Bridge Dr., Madera, CA 93636**

D. Hours of Operation:
The STRTP will operate a twenty-four (24) hours per day, (7) days per week residential program, and offer specialty mental health services seven (7) days per week.

F. TARGET POPULATION

Monterey County children/youth who are full scope Medi-Cal eligible and have been screened through the County IPC or by Court Order. The current Agreement is for the **four** (4) eligible residents of Monterey County per Fiscal Year. Any additional eligible residents of Monterey County referred to the program will require an amendment to this Agreement.

Fiscal Year (FY)	Number of Placements per FY
2024-2025	3
2025-2026	4
2026-2027	4

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G. FINANCIAL ELIGIBILITY

All eligible full-scope Medi-Cal Monterey County Residents who have been authorized and referred by the Monterey County Behavioral Health (MCBH) Case Manager. The Case Manager will ensure full scope Medi-Cal has been established and verified prior to the referral. Full scope Medi-Cal eligibility will be determined by Medi-Cal aid code as defined in Title XXI of the Social Security Act and the State Department of Mental Health latest Aid Codes Master Chart. The Chart can be found at the following web URL: https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx. The contractor must monitor referrals and verify Medi-Cal eligibility for each client referred by checking on the website: https://www.medi-cal.ca.gov/MCWebPub/Login.aspx#. Any discrepancies of Medi-Cal eligibility must be communicated immediately to the Contract Monitor and resolved. Services provided to non-Medi-Cal eligible children will not be reimbursed to contractor unless the Deputy Director of Behavioral Health has approved for these services in writing.

H. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

A. Referral for Admission:
Regular referrals of admission to this program will be initiated exclusively by screening and approval by an Interagency Placement Committee (IPC). Admission to the program will involve youth who are voluntary participants or who are wards or dependents of the court. Screening criteria will be based on degree of emotional disturbance, a designated funding source, and the inability to utilize a less restrictive placement. Admission will be the sole authority of the CONTRACTOR.

B. Emergency Placement Admission:
CONTRACTOR may admit children and youth into the program under emergency placement determination by placing Agency. CONTRACTOR shall provide comprehensive mental health assessments for Medi-Cal to determine if they meet medical necessity for SMHS and to determine if the individual meets criteria for STRTP placement within 72 hours of placement. CONTRACTOR shall notify County of placement and request IPC review and approval. County will notify CONTRACATOR of placement determination. If the IPC determines at any time that the placement, including an emergency placement, is not appropriate, it shall transmit the disapproval in writing to the CONTRACTOR.

C. Service Authorization
Mental Health services including Therapeutic Behavioral Services, require prior authorization. Medication support, beyond two visits per month, requires prior authorization. The contracted duration of treatment is limited to one year; any extension requires consultation with the MCBH Case Manager and approval of the Contract Monitor.

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I. CLIENT DESCRIPTION/CHARACTERISTICS

The population served are children/youth with one or all of the following and are unsuccessful in stabilizing at a lower level of care.

A. Severe acting out episodes
B. History of self-destructive behavior
C. Catastrophic reactions to everyday occurrences and/or
D. History of inpatient hospitalization

Individuals served meet the following criteria for medical necessity (diagnostic, impairment, and intervention related):

A. Diagnostic Criteria:
The focus of the service should be directed to functional impairments related to an Included Diagnosis.

B. Impairment Criteria:
The client must have at least one of the following as result of the mental disorder(s) identified in the Diagnostic Criteria (A):
1. A significant impairment in an important area of life functioning, or
2. A probability of significant deterioration in an important area of life functioning, or
3. Children also quality if there is a probability that the child will not progress developmentally as individually appropriate. Children covered under EPSDT qualify if they have a mental disorder that can be corrected or ameliorated.

C. Intervention Related Criteria (must have all three):
1. The focus of the proposed intervention is to address the condition identified in impairment criteria (B) above, and
2. It is expected the proposed intervention will benefit the consumer by significantly diminishing the impairment, or preventing significant deterioration in an important area of life functioning; and/or for children it is probably the child will be enabled to progress developmentally as individually appropriate (or if covered by EPSDT), the identified condition can be corrected or ameliorated),
3. The condition would not be responsive to physical healthcare-based treatment.

J. LEGAL STATUS

Voluntary or juvenile dependents and wards (W&I Code, Sections 300 et seq. and Sections 601 and 602 et seq.)

K. OVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

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L. REPORTING REQUIREMENTS

A. CONTRACTOR shall complete the CANS for children/youth ages 6 through 18, and the Pediatric Symptom Checklist (PSC-35) for children ages 3 through 18 at the start of treatment, and complete a reassessment every 6 months, and at time of discharge. CONTRACTOR shall submit progress made on mental health goals as measured by CANS and PSC-35 no later than the last day of the following service month.

B. CONTRACTOR will submit reports on the following outcomes data no later than thirty (30) days following the end of each quarter to the COUNTY Designated Contract Monitor:
   a. Total number of children/youths served
   b. Number of CFT meetings attended per quarter
   c. Number of children/youths who have returned to lower levels of care
   d. Report on each Outcome Objective in Section III.

M. DESIGNATED CONTRACT MONITOR

Liz Perez-Cordero, Psy. D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
Salinas, CA 93901
(831) 755-8430

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 under Medi-Cal.

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 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

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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 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.

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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.

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.

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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.

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 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,

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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.

B. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

3. All services shall be documented utilizing COUNTY-approved templates and contain all required elements. CONTRACTOR agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 and the contract between

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COUNTY and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. CONTRACTOR will utilize the seven uniform assessment domains and include other required elements as identified in BHIN 22-019 and document the assessment in the client's medical record.

3. For clients aged 6 through 20, the Child and Adolescent Needs and Strengths (CANS), and for clients aged 3 through 18, the Pediatric Symptom Checklist-35 (PSC-35) tools are required at intake, every six months during treatment, and at discharge, as specified in DHCS MHSUDS INs 17-052 and 18-048.

4. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Problem List

1. CONTRACTOR will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

2. CONTRACTOR must document a problem list that adheres to industry standards utilizing at minimum current SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

3. A problem identified during a service encounter may be addressed by the service provider during that service encounter and subsequently added to the problem list.

4. The problem list shall include, but is not limited to, all elements specified in BHIN 22-019.

5. COUNTY does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, CONTRACTOR shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

E. Treatment and Care Plans

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1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

F. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

3. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or a group service.

4. CONTRACTOR shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

5. Providers shall complete a daily progress note for services that are billed on a daily basis, such as residential and day treatment services, if applicable.

G. Transition of Care Tool

1. CONTRACTOR shall use a Transition of Care Tool for any clients whose existing services will be transferred from CONTRACTOR to an Medi-Cal Managed Care Plan (MCP) provider or when NSMHS will be added to the existing mental health treatment provided by CONTRACTOR, as specified in BHIN 22-065, in order to ensure continuity of care.

2. Determinations to transition care or add services from an MCP shall be made in alignment with COUNTY policies and via a client-centered, shared decision-making process.

3. CONTRACTOR may directly use the DHCS-provided Transition of Care Tool, found at: https://www.dhcs.ca.gov/Pages/Screening-and-Transition-of-Care-Tools-for-Medi-Cal-Mental-Health-Services.aspx, or obtain a copy of that tool provided by the COUNTY. CONTRACTOR may create the Transition of Care Tool in its Electronic Health Record (EHR). However, the contents of the Transition of Care Tool, including the specific wording and order of fields, shall remain identical to the DHCS provided form. The only exception to this requirement is when the tool is translated into languages other than English.

H. Telehealth

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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.

V. MONTEREY INTEGRATED SYSTEM OF CARE TRANSFORMATION INITIATIVE (MISTI)

A. Participation in the Monterey Integrated System of Care Transformation Initiative

Monterey County Behavioral Health (MCBH) envisions a system of care that addresses the needs of individuals and families with co-occurring mental health (MH) and substance use disorder (SUD) conditions, as well as other MH and/or SUD complex challenges, across their lifespan. The system is designed to ensure that services are welcoming, coordinated, and integrated, focusing on cultural and linguistic competence.

CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action

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- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B-1: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates and Cash Flow Advances (CFA).

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B-1 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

PROVISIONAL RATE: NEGOTIATED RATE

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

CONTRACTOR may exceed units by clinician within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid for actual usage in arrears, not to exceed the negotiated rates for a total amount not to exceed **$318,162** for **FY 2024-2027** *(amounts are rounded to the nearest dollar)*:

Fiscal Year (FY) 2024-25					
Direct Service Staff	**Mode of Service**	**Service Function Code**	**Estimated Units of Service (minutes)**	**Rate per UOS (minutes)**	**Estimated Amount**
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	519	$ 16.99	$ 8,818
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			6903	$ 4.42	$ 30,511
Mental Health Rehab Specialist			2896	$ 3.33	$ 9,644
Peer Recovery Specialist			520	$ 3.33	$ 1,732
Other Qualified Providers – Other Designated MH Staff that Bill Medical			520	$ 3.33	$ 1,732
Total Maximum Amount FY 2024-25					**$ 52,437**

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Fiscal Year (FY) 2025-26

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)	Rate per UOS (minutes)	Estimated Amount
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1296	$ 16.99	$ 22,019
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17424	$ 4.42	$ 77,014
Mental Health Rehab Specialist			7296	$ 3.33	$ 24,296
Peer Recovery Specialist			1140	$ 3.33	$ 3,796
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1140	$ 3.33	$ 3,796
Total Maximum Amount FY 2025-26					**$ 130,921**

Fiscal Year (FY) 2026-27

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units of Service (minutes)	Rate per UOS (minutes)	Estimated Amount
Psychiatrist/Contracted Psychiatrist	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	1296	$ 17.50	$ 22,680
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)			17424	$ 4.55	$ 79,279
Mental Health Rehab Specialist			7296	$ 3.43	$ 25,025
Peer Recovery Specialist			1140	$ 3.43	$ 3,910
Other Qualified Providers – Other Designated MH Staff that Bill Medical			1140	$ 3.43	$ 3,910
Total Maximum Amount FY 2026-27					**$ 134,804**

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IV. PAYMENT CONDITIONS

A. If CONTRACTOR is seeking reimbursement for eligible services funded by the Short-Doyle/Medi-Cal, Mental Health Services Act ("MHSA"), SB 90, Federal or State Grants, and/or COUNTY funds provided pursuant to this Agreement, reimbursement for such services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

   CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

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C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment

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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 **$318,162** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
September 3, 2024 to June 30, 2025	$52,437
July 1, 2025 to June 30, 2026	$130,921
July 1, 2026 – June 30, 2027	$134,804
TOTAL MAXIMUM COUNTY OBLIGATION:	**$318,162**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the 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.

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VI. BILLING AND PAYMENT LIMITATIONS

D. 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.

E. 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.

F. 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.

G. 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.

H. 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

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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 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.

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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.

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

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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,

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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
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **A&A HEALTH SERVICES, LLC** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

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"DHCS" means the California Department of Health Care Services.

II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows: **community-based living that provides a normalizing experience for adults with severe psychiatric disabilities.**.

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 1, 2025** and shall remain in effect until **June 30, 2026.**

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or

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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 F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this

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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. 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.

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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.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

A. Licensure and Certification. CONTRACTOR shall furnish qualified professional personnel as prescribed by Title 9 of the California Code of Regulations, the California Business and Professions Code, the California Welfare and Institutions Code, and all other applicable laws for the type of services rendered under this Agreement. All personnel providing services pursuant to this Agreement shall be fully licensed in accordance with all applicable law and shall remain in good professional standing throughout the entire duration of this Agreement. CONTRACTOR shall comply with all COUNTY and State certification and licensing requirements and shall ensure that all services delivered by staff are within their scope of licensure and practice.

B. Medi-Cal Certification. If CONTRACTOR is an organizational provider of Medi-Cal specialty mental health services, CONTRACTOR shall maintain certification during the term of this Agreement. This includes meeting all staffing and facility standards required for organizational providers of Medi-Cal specialty mental health services which are claimed and notifying COUNTY'S Contract Monitor in writing of anticipated changes in service locations at least sixty (60) days prior to such change.

C. Staff Training and Supervision. CONTRACTOR shall ensure that all personnel, including any subcontractor(s) performing services under this Agreement, receive appropriate training and supervision. CONTRACTOR shall also maintain appropriate levels of staffing at all times when performing services under this Agreement.

D. Exclusion from Participation in Federal Health Care Program or State Equivalent.

1. CONTRACTOR shall not employ or contract with providers or other individuals and entities excluded from participation in Federal health care programs under either Section 1128 or 1128A of the Social Security Act. Federal Financial Participation (FFP) is not available for providers excluded by Medicare, Medicaid, or the State Children's Insurance Program, except for emergency services.

2. CONTRACTOR shall not employ or contract with services to be provided under the terms of this Agreement by any officer, employee, subcontractor, agent or any other individual or entity that is on the List of Excluded Individuals/Entities maintained by the U.S. Department of Health and Human Services, Office of the Inspector General ("OIG") or the California State Medi-Cal Suspended and Ineligible Provider List ("S&I") maintained by the California Department of Health Care Services (DHCS).

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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.

IX. PATIENT RIGHTS

A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

   i. Complete written description of event including outcome;

   ii. Written report of CONTRACTOR's investigation and conclusions;

   iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

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X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all services provided by the CONTRACTOR in sufficient detail to make possible an evaluation of services, and all data necessary to prepare reports to the State, including treatment plans, records of client interviews, and progress notes.

B. CONTRACTOR shall retain clinical records for a minimum of ten (10) years and, in the case of minors, for at least one (1) year after the minor has reached the age of majority, but for a period of no less than ten (10) years. Clinical records shall be the property of the COUNTY and maintained by the CONTRACTOR in accordance with Federal, State and COUNTY standards.

C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

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XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this

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Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by

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CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

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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.

XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition,

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physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. 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.

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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.

XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

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C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

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CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

B. Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement, either in whole or in part, without the prior written consent of the COUNTY. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the COUNTY. Any assignment without such consent shall automatically terminate this Agreement. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

C. Authority. Any individual executing this Agreement on behalf of an entity represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such entity and bind the entity to the terms and conditions of the same.

D. Compliance with Applicable Law. The parties shall comply with all applicable Federal, State, and local laws and regulations in performing this Agreement.

E. Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

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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.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this

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Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	CONTRACTOR
Melanie Rhodes Behavioral Health Bureau Chief 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Betty Dominici CEO / Principal-Founder A&A Health Services, LLC 3201 Danville Blvd, #265 Alamo, CA 94507 (415) 710-7538

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CE464EA4829E4B5...
County Counsel

Date: 7/22/2025 | 3:33 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 7/23/2025 | 8:20 AM PDT

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

A&A HEALTH SERVICES, LLC
CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: Betty Dominici BC630E784E514E7...
(Signature of Chair, President, or Vice-President) *

Betty Dominici – CEO / Principal-Founder
Name and Title

Date: 7/14/2025 | 1:38 PM PDT

By: Signed by: John Ramsbacher DE81B2AA080E4A4...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

John Ramsbacher – Principal-Manager
Name and Title

Date: 7/14/2025 | 5:04 PM PDT

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

A&A Health Services, LLC
3201 Danville Blvd, #265
Alamo, CA 94507

Adult Residential Facility address:
13956 San Pablo Avenue
San Pablo, CA, 94806

II. CERTIFICATION/TYPE OF FACILITY LICENSE

A&A Health Services, LLC is licensed as an Adult Residential Facility to provide community-based living that creates a normalizing experience for adults with severe psychiatric disabilities. CONTRACTOR must show evidence of currently meeting all licensing requirements for Community Care facilities authorized by the State Department of Social Services to provide care and supervision to mentally disordered adults, as defined in Section 1502 of the Health and Safety Code. CONTRACTOR must retain ongoing licensure and be in full compliance with licensing regulations. Any complaints received by the CONTRACTOR pertaining to services performed pursuant to this Agreement must be referred in a timely manner to COUNTY (Monterey County Behavioral Health Bureau; MCBHB).

III. SERVICE REQUIREMENT

MCBHB has developed a residential care registry of Monterey County clients in the program. A&A Health Services, LLC will accommodate seven (7) MCBHB System of Care clients who have serious mental illness.

A&A Health Services, LLC is licensed for adult and elderly populations, both ambulatory and non-ambulatory.

IV. PROGRAM GOALS AND OBJECTIVES

In order to receive payment for the care of individuals who are enrolled clients of MCBHB, CONTRACTOR must be licensed by the State of California Community Care Licensing; submit a monthly Cost Reimbursement Invoice Form as Exhibit G, and provide services that will accomplish the following goals and objectives:

GOAL #1 **For clients who require the management of behavioral problems, CONTRACTOR shall provide a level of supervision and intensive interaction that is consistent with the clients' needs as outlined in the client's individualized care plan.**

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Objectives:

1a. CONTRACTOR shall participate with the MCBHB Case Manager, the client and others in the development of an individualized needs assessment and care plan for each client within the first thirty (30) days of placement and retain a signed copy of the documented results in a client chart that is retained in the facility.

1b. CONTRACTOR shall work cooperatively with the staff and programs of the MCBHB to accomplish each client's individualized treatment plan and will document significant ongoing problems and/or progress.

1c. CONTRACTOR shall attempt to reasonably manage those crisis situations so as to avoid psychiatric hospitalization. The goal will be to reduce the client's need for acute psychiatric services.

1d. CONTRACTOR shall work cooperatively with and provide information to the MCBHB Case Manager to facilitate the evaluation of those clients deemed to require re-admission.

GOAL #2 **CONTRACTOR shall assist the client to become more responsible to take medications as prescribed by the treating physician.**

Objectives:

2a. CONTRACTOR staff shall transport the client to, and/or will monitor, visits for psychiatric treatment at MCBHB.

2b. CONTRACTOR staff shall attend scheduled medication evaluation and planning appointments and will work with MCBHB staff when medications are changed.

2c. CONTRACTOR shall store and dispense medication in an approved and effective manner, following State guidelines.

2d. CONTRACTOR shall maintain an updated record of the daily dispensing of medication, recording changes in dosages and types and recording the effects of medication administration.

GOAL #3 **CONTRACTOR shall encourage the client to use treatment services and develop continuing support systems.**

Objectives:

3a. CONTRACTOR shall provide transportation for the client to attend services and programs as outlined in each client's individual care plan.

3b. CONTRACTOR shall educate and encourage the client to use the services of the MCBHB Adult Services Programs and other specialized services identified in each client's individualized care plan.

3c. CONTRACTOR staff shall cooperate with the MCBHB Case Manager and the staff of specialized services identified in each client's individualized care plan.

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3d. CONTRACTOR shall document client attendance at community programs in each client's folder.

GOAL #4 **CONTRACTOR shall encourage the client's use of leisure time in a constructive manner.**

Objectives:

4a. CONTRACTOR shall encourage clients to develop regular daily activities or routines.

4b. CONTRACTOR shall hold a weekly group session and provide a weekly outing.

4c. CONTRACTOR shall post information on a monthly basis about programs, groups and activities that are provided by community agencies; facility activities to supplement those provided by community agencies; and all other activities and group sessions for the general and specialized needs and interest of clients.

GOAL #5 **CONTRACTOR shall encourage the client to maintain an acceptable level of personal hygiene and grooming, as well as physical and dental health.**

Objectives:

5a. CONTRACTOR staff shall encourage, track, monitor, and reinforce the maintenance of an acceptable level of personal hygiene and grooming by the client, as well as teach self-care when needed.

5b. CONTRACTOR shall provide adequate supplies and materials to accomplish this goal.

5c. CONTRACTOR shall ensure that the client receives an annual medical evaluation and dental check-up and will record the date and results of both in the client's folder.

5d. CONTRACTOR shall monitor to ensure that the client follows up on any established plan to care for identified medical and dental problems and will record these actions in the client's folder.

GOAL #6 **CONTRACTOR shall provide services in a manner that reflects an understanding of the specialized needs of the mentally ill.**

Objective:

6a. CONTRACTOR shall ensure that all administrative staff and staff responsible for the supervision of clients are in compliance with Residential Care Facility training requirements as established by the State of California, and that such training is maintained as mandated by the State.

GOAL #7 **CONTRACTOR shall allow the staff of the MCBHB access to the facility, to the extent authorized by law.**

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Objective:

7a. CONTRACTOR shall work with the staff of the MCBHB to conduct client assessments, monitor care, provide consultation, conduct record reviews and evaluate the results of the services.

V. PROGRAM OUTCOMES

The A&A Health Services program is designed to prepare every client to become as independent as possible, while enjoying an active and supported quality of life.

Clients will leave A&A Health Services facilities with an understanding of their diagnosis, health challenges, medication awareness, trigger awareness, and a variety of individualized coping skills.

Clients will also have an understanding of community resources, their options for school and/or employment where appropriate, a recovery plan for substance abuse where applicable, and a mental health relapse prevention plan.

VI. TREATMENT SERVICES

MCBHB will provide case management services to all clients. Clients who receive services will be assessed and monitored by the MCBHB Case Management staff, initially, and at least every ninety (90) days thereafter. A copy of the completed assessment will be reviewed, scored and approved by the Unit Supervisor. The Behavioral Health Service Manager must certify and approve the assessment for admittance and continuance of the client in the program.

County agrees to provide A&A Health Services names and contact information for Case Managers and/or Conservators in the event of emergencies.

MCBHB agrees that in the event clients placed at the facility are no longer conserved by Monterey County, CONTRACTOR will be notified as to the change of Conservator status. In addition, MCBHB agrees to continue case management responsibility for any client whose Monterey County conservatorship terminates while at CONTRACTOR's facility.

Augmented services provided by A&A Health Services such as transportation outside of Contra Costa County, extraordinary staffing requests, residents requiring special medical attention waivers or treatments and other enhanced services may be negotiated on an individual basis.

VII. BED HOLDS

CONTRACTOR will hold a resident's bed for a total of ten (10) days for in-patient hospitalization (Medical and/or Psychiatric) per occurrence and seven (7) days per month for overnight passes. Upon written requests, exceptions can be accepted with COUNTY approval. Hospital days and passes require payment to CONTRACTOR within time frames indicated above; extensions may be secured with written notice to CONTRACTOR.

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COUNTY shall pay the daily rate for clients participating in the program when a client is absent for a short time which is defined as not more than seven (7) days of non-medical leave and not more than ten (10) days of medical leave upon prior notification by CONTRACTOR.

VIII. NOTICE OF TERMINATION

COUNTY will give CONTRACTOR a written one-week notice upon terminating a resident's placement at CONTRACTOR'S facility. COUNTY will be responsible for payment of the term indicated in the termination notice in the event residents are moved from CONTRACTORS facility without provision of a one-week written notice, or before the date indicated on the notice.

IX. DESIGNATED CONTRACT MONITOR

Tawnya Majeski
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
299 12th Street
Marina, CA 93933
Telephone: (831) 647-7680
Email: majeskit@countyofmonterey.gov

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

RATE: NEGOTIATED RATE

CONTRACTOR shall be paid at the negotiated rate.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total contract maximum of **$625,923.**

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

A. Board and Care Service Rate:

Board and Care shall be paid from the clients Supplemental Security Income (SSI) or Supplemental Security Income/Social Security Administration (SSI/SSA) benefits. If the client does not yet receive SSI or SSI/SSA benefits, or those benefits have been diminished due to back payments owed to other entities, or are not at a level to cover the standard residential care rates, COUNTY will provide payment to cover the delinquent and/or amount owed. The clients SSI or SSI/SSA monthly residential board and care rate is currently $1,398.00 per month for a client who receives one check and $1,418.00 for a client who receives two checks (this monthly amount is subject to annual adjustments by the Federal Government and State of California). These annual adjustments shall be effective without the need for any amendment to this Agreement.

Board and Care Service				
FY Period	**Board & Care Monthly Service**	**Number of Months**	**Estimated # of Clients Per Month**	**Maximum Annual Amounts**
July 1, 2025 - June 30, 2026	$1398 - $1418	12	3	$51,048
			TOTAL MAXIMUM COUNTY OBLIGATION:	**$51,048**

B. Board and Care Supplemental Rate:

1. The COUNTY agrees to pay an augmentation to the SSI/SSA rate based on the service descriptions and rates outlined in the following tables and shall be subject to the applicable cost report provisions of this Agreement:

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a. Standard Board and Care Service Level Units:

Board and Care Service Supplemental Rate				
FY Period	**Board & Care Daily Rate**	**Number of Days**	**Estimated # of Clients Per Day**	**Maximum Annual Amounts**
July 1, 2025 - June 30, 2026	$225	365	7	$574,875
			TOTAL MAXIMUM COUNTY OBLIGATION:	**$574,875**

IV. PAYMENT CONDITIONS

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

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

MCHDBHFinance@countyofmonterey.gov

B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

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E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of **$625,923** for services rendered under this Agreement.

B. Funding Sources and Estimated Amounts per Fiscal Year:

Funded Period	1991 Realignment	SAMHSA Block Grant	Total Amount per FY
July 1, 2025 - June 30, 2026	$525,775	$100,148	$625,923
FUNDING TOTALS:	**$525,775**	**$100,148**	**$625,923**

COUNTY retains the right to adjust funding sources as may be required.

C. Maximum Annual Liability:

FISCAL YEAR MAXIMUM LIABILITY	AMOUNT
July 1, 2025 - June 30, 2026	$625,923
TOTAL MAXIMUM LIABILITY	**$625,923**

D. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

E. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

F. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain

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obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. 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.

Signed by:
Betty Dominici
BC639E784E514E7...
Signature of Authorized Representative

7/14/2025 | 1:38 PM PDT
Date

A&A Health Services, LLC
Business Name of Contractor

Betty Dominici
Name of Authorized Representative (printed)

CEO / Principal-Founder
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	A&A Health Services, LLC		
Name of Designee	Betty Dominici		
Title of Designee	CEO / Principal-Founder		
Street 3201 Danville Blvd, #265			
City Alamo		State CA	Zip 94507
IRS Employer Identification Number		84-4270782	
I certify that the above information is complete and correct to the best of my knowledge and belief. Signature Betty Dominici BC639E784E514E7... Signature of Contractor		Date 7/14/2025 | 1:38 PM PDT	
Title of Contractor: CEO / Principal-Founder			

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EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY

In a culturally competent system, each provider organization shows respect for and responds to individual differences and special needs. Services are provided in the appropriate cultural context and without discrimination related to race, national origin, income level, religion, gender, sexual orientation, age, or physical disability, to name a few. Culturally competent caregivers are aware of the impact of their own culture on their relationships with consumers/families and know about and respect cultural and ethnic differences. They adapt their skills to meet each individual's/family's values and customs. Cultural competence is a developmental and dynamic process – one that occurs over time.

Organizations in a Culturally Competent Service System Promote:

Quality Improvement

- Continuous evaluation and quality improvement
- Supporting evidence-based, promising, community defined, and emerging practices that are congruent with ethic/racial/linguistic group belief systems, cultural values and help-seeking behaviors.

Collaboration

- Collaborating with Behavioral Health and other community programs
- Resolving barriers to partnerships with other service providers

Access

- Providing new services to unserved and underserved children, youth, adults and/or older adults
- Reducing disparities in access to, and retention in, care as identified in the Mental Health Services Act Plan
- Ensuring representation of mental health services consumers, family members of a mental health services consumer, and/or representatives from unserved communities on their advisory/governance body or committee for development of service delivery and evaluation (with a minimum target of 40%).
- Developing recruitment, hiring, and retention plans that are reflective of the population focus, communities' ethnic, racial, and linguistic populations.

Cultural Competent Services:

- Are available, accessible and welcoming to all clients regardless of race, ethnicity, language, age, and sexual orientation.
- Provide a physical environment that is friendly, respectful and inclusive of all cultures.
- Provide information, resources and reading materials in multilingual formats.
- Promote and foment culturally accepted social interactions, respect and healthy behaviors within the family constellation and service delivery system.
- Provide options for services, which are consistent with the client's beliefs, values, healing traditions, including individual preferences for alternative, spiritual and/or holistic approaches to health.
- Offer services in unserved and underserved communities.
- Have services available in the evening and on weekends to ensure maximum accessibility.

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- Offer services in Spanish and other necessary languages (such as Tagalog, Vietnamese, Oaxacan, Triqui and other languages spoken of Monterey County residents).

Definitions for Cultural Competency

"Cultural Competence" is defined as a set of congruent practice skills, knowledge, behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers, family members, and professionals that enables that system, agency, or those professionals and consumers, and family member providers to work effectively in cross-cultural situations.

(Adapted from Cross, et al., 1989; cited in DMH Information Notice No.02-03).

"Cultural Competence" is a means to eliminating cultural, racial and ethnic disparities. Cultural Competence enhances the ability of the whole system to incorporate the languages, cultures, beliefs and practices of its clients into the service. In this way all clients benefit from services that address their needs from the foundation of their own culture. Strategies for elimination of these disparities must be developed and implemented. Cultural Competence must be supported at all levels of the system.

(CMHDA Framework for Eliminating Cultural, Linguistic, Racial and Ethnic Behavioral Health Disparities)

[Cultural Competency] A set of congruent behaviors, attitudes, and policies that come together in a system, agency or amongst professionals and consumers and enables that system, agency or those professionals and consumers to work effectively in cross-cultural situations.

(Cross, Bazron, Dennis & Issacs, 1989)

The ability to work effectively with culturally diverse clients and communities.

(Randall David, 1994)

CONTRACTOR hereby agrees that it will comply with the principles and guidelines set forth in Monterey County's Health Department – Behavioral Health's Cultural Competency Policy (as outlined above), and will:

1. Develop organizational capacity to provide services in a culturally and linguistically competent manner. This may include: hiring staff with the linguistic capabilities needed to meet the diverse language needs in Monterey County (for example, Spanish, Tagalog, Vietnamese, Oaxacan, Triqui, American Sign Language (ASL), Middle Eastern languages); providing staff with training in cultural competency; making services accessible at locations and times that minimize access barriers, and ensuring that staff have an open, welcoming and positive attitude and feel comfortable working with diverse cultures.

2. Create a physical environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: decorating waiting and treatment areas with pictures that reflect the diverse cultures of Monterey County; providing reading materials, resources and magazines in varied languages, at appropriate reading levels and suitable for different age groups, including children and youth; consideration of cultural differences and preferences when offering refreshments; ensuring that any pictures, symbols or materials on display are not unintentionally disrespectful to another culture.

3. Provide a services delivery environment that ensures people of all cultures, ages and sexual orientation feel welcome and cared for. This may include: respect for individual preferences for alternative, spiritual and/or holistic approaches to health; a reception staff that is competent in the different languages spoken by consumers/families; staff that is knowledgeable of

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cultural and ethnic differences and needs, and is able and willing to respond an appropriate and respectful manner.

4. Support the county's goal to reduce disparities to care by increasing access and retention while decreasing barriers to services by unserved and underserved communities.

5. Include the voice of multi-cultural youth, client and family members, including: monolingual and bilingual clients and family members and representatives from unserved and underserved communities, in the advisory/governance body or committee for development of service delivery, planning and evaluation (County Goal: 40%).

6. Participate in outcome evaluation activities aimed at assessing individual organizations as well as countywide cultural competency in providing mental health services.

7. As requested, meet with the Monterey County Health Department - Behavioral Health Director or designee to monitor progress and outcomes of the project.

8. Ensure that 100% of staff, over a 3-year period, participate in cultural competency training including, but not limited to, those offered by Monterey County Behavioral Health.

Dissemination of these Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above provisions.

Signed by:
Betty Dominici
BC639E784E514E7...
Signature of Authorized Representative

7/14/2025 | 1:38 PM PDT
Date

A&A Health Services, LLC
Contractor (Organization Name)

Betty Dominici
Name of Authorized Representative (printed)

CEO / Principal-Founder
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective JULY 1, 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 A&A HEALTH SERVICES, LLC ("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

All capitalized terms used in this BAA but not otherwise defined shall have the meaning set forth in HIPAA.

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(a) "Breach" shall have the same meaning as "breach" as defined in 45 C.F.R. § 164.402; however, the term "Breach" as used in this BAA shall also mean the unlawful or unauthorized access to, Use or Disclosure of a patient's "medical information" as defined under Cal. Civil Code § 56.05(j), for which notification is required pursuant to Cal. Health & Safety Code 1280.15, or a "breach of the security of the system" under Cal. Civil Code § 1798.29.

(b) "California Confidentiality Laws" shall mean the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other personally identifiable information (PII), including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 *et seq.*), the patient access law (Cal. Health & Safety Code § 123100 *et seq.*), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 *et seq.*), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 *et seq.*), and California's data breach law (Cal. Civil Code § 1798.29).

(c) "Protected Health Information" or "PHI" shall mean any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual or the past, present or future payment for the provision of health care to an individual; (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information that can be used to identify the individual, and (iii) is provided by Covered Entity to Business Associate or created, maintained, received, or transmitted by Business Associate on Covered Entity's behalf. PHI, when used in this BAA, includes EPHI.

(d) "Services" shall mean the services for or functions performed by Business Associate on behalf of Covered Entity pursuant to an underlying services agreement "(Services Agreement") between Covered Entity and Business Associate to which this BAA applies.

2. PERMITTED USES AND DISCLOSURES OF PHI

Unless otherwise limited herein, Business Associate may:

(a) Use or Disclose PHI to perform Services for, or on behalf of, Covered Entity, provided that such Use or Disclosure would not violate the Privacy or Security Rules, this BAA, or California Confidentiality Laws if done by Covered Entity;

(b) Use PHI to provide Data Aggregation Services for the Health Care Operations of Covered Entity, if required by the Services Agreement and as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B);

(c) Use PHI if necessary for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as permitted by 45 C.F.R. § 164.504(e)(4)(i);

(d) Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate as

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permitted under 45 C.F.R. § 164.504(e)(4)(ii), provided that Disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and be Used or further Disclosed only as Required by Law or for the purpose for which it was Disclosed to the person, and that such person will notify the Business Associate of any instances of which such person is aware that the confidentiality of the information has been breached; and

(e) Use PHI to report violations of law to appropriate Federal and state authorities, consistent with 45 C.F.R. § 164.502(j)(1).

3. RESPONSIBILITIES OF THE PARTIES WITH RESPECT TO PHI

3.1. Responsibilities of Business Associate. Business Associate shall:

(a) Notify the Privacy Officer of Covered Entity, in writing, of: (i) any Use and/or Disclosure of the PHI that is not permitted by this BAA; (ii) any Security Incident of which Business Associate becomes aware; and (iii) any suspected Breach. Such notice shall be provided within five (5) business days of Business Associate's discovery of such unauthorized access, acquisition, Use and/or Disclosure, Security Incident, or suspected Breach. Notwithstanding the foregoing, the Parties acknowledge the ongoing existence and occurrence of attempted but ineffective Security Incidents that are trivial in nature, such as pings and other broadcast service attacks, and unsuccessful log-in attempts. The Parties acknowledge and agree that this Section 3.1(a) constitutes notice by Business Associate to Covered Entity of such ineffective Security Incidents and no additional notification to Covered Entity of such ineffective Security Incidents is required, provided that no such Security Incident results in unauthorized access, acquisition, Use or Disclosure of PHI. For the avoidance of doubt, a ransomware attack shall not be considered an ineffective Security Incident and shall be reported to Covered Entity, irrespective of whether such Security Incident results in a Breach. Business Associate shall investigate each Security Incident or unauthorized access, acquisition, Use, or Disclosure of PHI, or suspected Breach that it discovers and shall provide a summary of its investigation to Covered Entity, upon request;

(i) If Business Associate or Covered Entity determines that such Security Incident or unauthorized access, acquisition, Use, or Disclosure, or suspected Breach constitutes a Breach, then Business Associate shall provide a supplemental written report in accordance with 45 C.F.R. § 164.410(c), which shall include, to the extent possible, the identification of each individual whose PHI has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used or Disclosed during the Breach, to Covered Entity without unreasonable delay, but no later than five (5) business days after discovery of the Breach;

(ii) In consultation with Covered Entity, Business Associate shall promptly mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of such improper access, acquisition, Use, or Disclosure, Security Incident, or Breach; and

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(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or non-permitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach.

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

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(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10) days, forward such request to Covered Entity. The Business Associate shall implement an appropriate recordkeeping process to enable it to comply with the requirements of this Section;

(f) Subject to Section 4.4 below, return to Covered Entity in a mutually agreeable format and medium, or destroy, within thirty (30) days of the termination of this BAA, the PHI in its possession and retain no copies, including backup copies;

(g) Use, Disclose to its Subcontractors or other third parties, and request from Covered Entity, only the minimum PHI necessary to perform or fulfill a specific function required or permitted hereunder;

(h) If all or any portion of the PHI is maintained in a Designated Record Set;

(i) Upon ten (10) days' prior written request from Covered Entity, provide access to the PHI to Covered Entity, or to the individual, if so directed by Covered Entity, to meet a request by an individual under 45 C.F.R. § 164.524 or California Confidentiality Laws. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for access to PHI from an individual; and

(ii) Upon ten (10) days' prior written request from Covered Entity, make any amendment(s) to the PHI that Covered Entity directs pursuant to 45 C.F.R. § 164.526. Business Associate shall notify Covered Entity within five (5) days of its receipt of a request for amendment of PHI from an individual.

(i) If applicable, maintain policies and procedures to detect and prevent identity theft in connection with the provision of the Services, to the extent required to comply with the Red Flag Rules;

(j) To the extent that Business Associate carries out one or more of Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligations;

(k) Unless prohibited by law, notify Covered Entity as soon as possible and in no case later than five (5) days after the Business Associate's receipt of any request

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or subpoena for PHI. To the extent that Covered Entity decides to assume responsibility for challenging the validity of such request, the Business Associate shall cooperate fully with Covered Entity in such challenge; and

(l) Maintain policies and procedures materially in accordance with HIPAA and California Confidentiality Laws and industry standards designed to ensure the confidentiality, availability, and integrity of Covered Entity's data and protect against threats or vulnerabilities to such data.

3.2 Business Associate Acknowledgment.

(a) Business Associate acknowledges that, as between the Business Associate and Covered Entity, all PHI shall be and remain the sole property of Covered Entity.

(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.

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4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy 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.

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5.3 **No Third Party Beneficiaries**. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 **Notices**. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below.

If to Business Associate, to:

A&A HEALTH SERVICES, LLC
Attn: Betty Dominici
CEO / Principal-Founder
3201 Danville Blvd, #265, Alamo, CA 94507
Phone: (415) 710 - 7538
Fax: N/A
Email: betty@alamoseniorliving.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.

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5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "County"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the County with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the County. It is the intent of the Parties to provide the broadest possible indemnification for the County. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall control unless the provision in such other agreement establishes additional rights for Business Associate or additional duties for or restrictions on Business Associate with respect to PHI, in which case the provision of such other agreement will control.

5.10 Insurance. In addition to any general and/or professional liability insurance required of Business Associate under the Services Agreement, Business Associate agrees to obtain and maintain, at its sole expense, liability insurance on an occurrence basis, covering any and all claims, liabilities, demands, damages, losses, costs expenses, fines, and compliance costs arising from a breach of the obligations of Business Associate, its officers, employees, agents and Subcontractors under this BAA. Without limiting the foregoing, at a minimum, Business Associate's required insurance under this Section shall include cyber liability insurance covering breach notification expenses, network security and privacy liability. The insurance coverage limits, per claim and in the aggregate, shall not be less than the following amounts based upon the number of unique patient served under this agreement:

Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be

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available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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: Signed by: Betty Dominici BC630F784F514E7...	By:
Print Name Betty Dominici	Print Name: Elsa M. Jimenez
Print Title CEO / Principal-Founder	Print Title: Director of Health Services
Date: 7/14/2025 | 1:38 PM PDT	Date:

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :	A&A HEALTH SERVICES, LLC	Invoice Number :	
Address Line 1	3201 DANVILLE BLVD, #265	County PO No. :	
Address Line 2	ALAMO, CA 94507	Invoice Period :	
Tel. No.:	(415) 710 - 7538		
Fax No.:			
Contract Term:	July 1, 2025 to June 30, 2026	Final Invoice :	(Check if Yes)
BH Division :			BH Control Number

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2025-26	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
Board and Care Residential Rate			$225.00	2,555			0	2,555	100%	$ 574,875	$ -		$ -	$ 574,875.00	100%
Board and Care Monthly Service			$1,418.00	36			0	36	100%	$ 51,048	$ -		$ -	$ 51,048.00	100%
TOTALS				2,591	0	0	0	2,591	100%	$625,923	0.00	0.00	0.00	$625,923	100%

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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COUNTY OF MONTEREY
MENTAL HEALTH SERVICES AGREEMENT

Contract Number: _____

COUNTY Department Contract Representative:

Elsa M. Jimenez, Director of Health Services
1270 Natividad Road, Salinas, CA 93906

THIS CONTRACT is made and entered into by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "COUNTY") and **ALTOS HEALTH PARTNERS** (hereinafter "CONTRACTOR").

RECITALS

WHEREAS, COUNTY desires to enter into an Agreement whereby CONTRACTOR shall provide community mental health services in accordance with the requirements of the Bronzan-McCorquodale Act (California Welfare and Institutions Code § 5600, et seq.), Part 2.5 of Division 5 of the California Welfare & Institutions Code, and Titles 9 and 22 of the California Code of Regulations; and

WHEREAS, CONTRACTOR is able to furnish such services under the terms and conditions of this Agreement and in accordance with applicable law, including all Federal, State of California (State), and local laws, regulations, rules, and guidelines pertaining to the provision of mental health services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

I. DEFINITIONS

A. BEHAVIORAL HEALTH INFORMATION NOTICE (BHIN)

"Behavioral Health Information Notice" or "BHIN" means guidance from DHCS to inform counties and contractors of changes in policy or procedures at the federal or state levels. These were previously referred to as Mental Health and Substance Use Disorder Services Information Notices (MHSUDS IN). BHINs and MHSUDS INs are available on the DHCS website.

B. BENEFICIARY OR CLIENT

"Beneficiary" or "client" mean the individual(s) receiving services.

C. DHCS

"DHCS" means the California Department of Health Care Services.

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II. SERVICES TO BE PROVIDED

CONTRACTOR shall provide the services set forth in this Agreement, including the program services detailed in Exhibit A, to the recipient population and to the COUNTY, in compliance with the terms of this Agreement. These services can be summarized as follows:

Administer Electroconvulsive therapy (ECT) treatment for certain mental health conditions, primarily severe depression, and other psychiatric disorders.

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: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT F: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT G: AUDITS AND AUDIT APPEALS
EXHIBIT H: EXEMPTION OF SPECIFIED INSURANCE REQUIREMENTS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **September 1, 2025**, and shall remain in effect until **June 30, 2027**.

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.

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C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement 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

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14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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.

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VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. CONTRACT MONITORING AND QUALITY CONTROL

A. The Federal government, State, and COUNTY shall have the right to inspect and evaluate the quality, appropriateness and timeliness of services performed under this Agreement.

B. The Behavioral Health Director shall assign a Contract Monitor to ensure compliance with the terms and conditions of this Agreement. The Contract Monitor and CONTRACTOR shall meet at intervals deemed appropriate by COUNTY. In addition, the Contract Monitor shall review at regular intervals all statistical reports, financial records, clinical records, and other documents concerning services provided under this Agreement. In addition, CONTRACTOR shall at all times cooperate with the COUNTY'S Quality Improvement ("QI") Plan.

C. CONTRACTOR shall conduct reviews at regular intervals of the quality and utilization of services for all recipients of service under this Agreement. CONTRACTOR shall furnish all required data and reports in compliance with State Client and Service Information System ("CSI"). Units of time reporting are subject to special review and audit.

D. If CONTRACTOR is an in-patient facility, CONTRACTOR shall submit its patient admissions and length of stay requests for utilization review through existing hospital systems or professional standards review organizations.

VIII. LICENSURE, CERTIFICATION AND STAFFING REQUIREMENTS

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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.

IX. PATIENT RIGHTS

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A. CONTRACTOR shall comply with all applicable patients' rights laws including, but not limited to, the requirements set forth in California Welfare and Institutions Code, Division 5, Part 1, sections 5325, et seq., and California Code of Regulations, Title 9, Division 1, Chapter 4, Article 6 (sections 860, et seq.).

B. As a condition of reimbursement under this Agreement, CONTRACTOR shall ensure that all recipients of services under this Agreement shall receive the same level of services as other patients served by CONTRACTOR. CONTRACTOR shall ensure that recipients of services under this Agreement are not discriminated against in any manner including, but not limited to, admissions practices, evaluation, treatment, access to programs and or activities, placement in special wings or rooms, and the provision of special or separate meals. CONTRACTOR shall comply with Assurance of Compliance requirements as set forth in Exhibit D and incorporated by reference as if fully set forth herein.

C. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

2. Unusual occurrences are to be reported to the COUNTY within timelines specified in COUNTY policy after becoming aware of the unusual event. Reports are to include the following elements:

i. Complete written description of event including outcome;

ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

X. MAINTENANCE AND CONFIDENTIALITY OF PATIENT INFORMATION

A. CONTRACTOR shall maintain clinical records for each recipient of service in compliance with all Federal and State requirements. Such records shall include a description of all 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.

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C. CONTRACTOR shall comply with the requirements set forth in Exhibit C: Confidentiality of Patient Information and Exhibit F: Business Associate Agreement, incorporated by reference as if fully set forth herein.

XI. REPORTS OF DEATH, INJURY, DAMAGE, OR ABUSE

A. Reports of Death, Injury, or Damage. If death, serious personal injury, or substantial property damage occur in connection with the performance of this Agreement, CONTRACTOR shall immediately notify the Behavioral Health Director by telephone. In addition, CONTRACTOR shall promptly submit to COUNTY a written report including: (1) the name and address of the injured/deceased person; (2) the time and location of the incident; (3) the names and addresses of CONTRACTOR'S employees or agents who were involved with the incident; (4) the names of COUNTY employees, if any, involved with the incident; and (5) a detailed description of the incident.

B. Child Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of child abuse or neglect are promptly reported to proper authorities as required by the Child Abuse and Neglect Reporting Act, California Penal Code sections 11164, et seq. CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

C. Elder Abuse Reporting. CONTRACTOR shall ensure that all known or suspected instances of abuse or neglect of elderly people 65 years of age or older and dependent adults age 18 or older are promptly reported to proper authorities as required by the Elder Abuse and Dependent Adult Protection Act (California Welfare and Institutions Code, sections 15600 Code, et seq.). CONTRACTOR shall require all of its employees, consultants, and agents performing services under this Agreement who are mandated reporters under the Act to sign statements indicating that they know of and shall comply with the Act's reporting requirements.

XII. INDEMNIFICATION

CONTRACTOR shall indemnify, defend, and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies, in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the COUNTY. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

XIII. INSURANCE

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A. Evidence of Coverage. Prior to commencement of this Agreement, the CONTRACTOR shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

DS

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.~~

DS

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.

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D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

DS

Commercial general liability ~~and automobile liability~~ policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold

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payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XIV. ACCESS TO AND AUDIT OF RECORDS

A. Right to Inspect Records. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State laws including, but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., the COUNTY or its representative, Federal or State governments may conduct an audit, review or other monitoring procedures of the CONTRACTOR regarding the services/activities provided under this Agreement. The COUNTY or its representative, Federal or State governments shall have the right to inspect any and all books, records, and facilities maintained by CONTRACTOR during normal business hours and without advance notice to evaluate the use of funds and the cost, quality, appropriateness, and timeliness of services.

B. Maintenance of Records. CONTRACTOR shall maintain any and all records documenting all services set forth under this Agreement for a period of ten (10) years from the end of the fiscal year in which such services were provided or until three (3) years after final resolution of any audits, or appeals, whichever occurs later. CONTRACTOR shall maintain such records in a form comporting with generally accepted accounting and auditing standards and all applicable laws.

C. Overpayment. If the results of any audit show that the funds paid to CONTRACTOR under this Agreement exceeded the amount due, then CONTRACTOR shall pay the excess amount to COUNTY in cash not later than thirty (30) calendar days after the COUNTY notifies the CONTRACTOR of such overpayment; or, at COUNTY'S election, COUNTY may recover the excess or any portion of it by offsets made by COUNTY against any payment(s) owed to CONTRACTOR under this or any other Agreement or as set forth in Exhibit I, if made part of this Agreement.

D. Responsibility for Audit Exceptions. Any and all audit exceptions by COUNTY or any Federal or State agency resulting from an audit of CONTRACTOR'S performance of this 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.

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XV. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, gender, gender identity, genetic information, national origin, ethnic group identification, ancestry, mental or physical handicap, medical condition, health status or need for health care services, marital status, age (over 40), or sexual orientation, either in CONTRACTOR'S employment practices or in the furnishing of services to recipients. CONTRACTOR shall insure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be unlawful discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its 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.;

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3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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.

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XVI. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and policies that enable staff to work effectively in providing contractual services under this Agreement in cross-cultural situations. Specifically, CONTRACTOR'S provision of services shall acknowledge the importance of culture, adapt services to meet culturally unique needs, and promote congruent skills, behaviors, attitudes, and policies enabling all persons providing services to function effectively in cross-cultural situations.

B. CONTRACTOR shall provide linguistically accessible services to assure access to services by all eligible individuals as required by State regulations and policies and other applicable laws. Specifically, CONTRACTOR shall provide services to eligible individuals in their primary language through linguistically proficient staff or interpreters. Family members, friends, or neighbors may be used as interpreters only in emergency situations.

C. For the purposes of this Section, "access" is defined as the availability of medically necessary mental health services in a manner that promotes and provides the opportunity for services and facilitates their use.

XVII. DRUG FREE WORKPLACE

CONTRACTOR shall submit to the COUNTY evidence of compliance with the California Drug-Free Workplace Act of 1990, California Government Code sections 8350, et seq., to provide a drug-free workplace by doing all of the following:

A. Publishing a Statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying the actions that shall be taken against employees for violations of the prohibitions.

B. Establishing a drug-free awareness program to inform employees about all of the following:

1. The dangers of drug abuse in the workplace;
2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XVIII. INDEPENDENT CONTRACTOR

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In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

XIX. SUBCONTRACTING

CONTRACTOR may not subcontract any services under this Agreement without COUNTY'S prior written authorization. At any time, COUNTY may require a complete listing of all subcontractors employed by the CONTRACTOR for the purpose of fulfilling its obligations under the terms of this Agreement. CONTRACTOR shall be legally responsible for subcontractors' compliance with the terms and conditions of this Agreement and with applicable law. All subcontracts shall be in writing and shall comply with all Federal, State, and local laws, regulations, rules, and guidelines. In addition, CONTRACTOR shall be legally responsible to COUNTY for the acts and omissions of any subcontractor(s) and persons either directly or indirectly employed by subcontractor(s).

XX. GENERAL PROVISIONS

A. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by all the parties hereto.

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

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indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.

F. Construction of Agreement. The parties agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment hereto.

G. CONTRACTOR. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR'S officers, agents, and employees acting on CONTRACTOR'S behalf in the performance of this Agreement.

H. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

I. Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.

J. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

K. Headings. The section and paragraph headings are for convenience only and shall not be used to interpret the terms of this Agreement.

L. Integration. This Agreement, including the exhibits hereto, shall represent the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all prior negotiations, representations, and/or agreements, either written or oral, between the parties as of the effective date hereof.

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

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Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY

Melanie Rhodes
Behavioral Health Bureau Chief
1270 Natividad Road
Salinas, CA 93906
(831) 755-4580

CONTRACTOR

Altos Health Partners
Katherine Taylor
Chief Medical Director
1525 Miramonte Avenue #3190
Los Altos, CA 94024
(650) 988-7626

(The remainder of this page is left intentionally blank)

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Elsa Mendoza-Jimenez, Director of Health Services

Date: _____

Approved as to Form [1]

By: DocuSigned by: Kevin Serrano CF464EA4829E4B5...
Office of County Counsel

Date: 7/22/2025 | 9:35 AM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E70EF64E67454F8...
Auditor-Controller's Office

Date: 7/22/2025 | 7:42 AM PDT

Reviewed as to Liability Provisions[3]

By: DocuSigned by: David Bolton 3E7A6EF11DD8446...
Risk Management

Date: 7/21/2025 | 5:54 PM PDT

CONTRACTOR

ALTOS HEALTH PARTNERS
CONTRACTOR NAME

By: DocuSigned by: Katherine Taylor 3614F5BEA156420...
(Signature of Chair, President, or Vice-President) *

Katherine Taylor, President
Name and Title

Date: 7/21/2025 | 12:54 PM PDT

By: DocuSigned by: Katherine Taylor 3614F5BEA156420...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Katherine Taylor, President
Name and Title

Date: 7/21/2025 | 12:54 PM PDT

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (California Corporations Code, §313). If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of either 1) any member, or 2) two (2) managers (Corporations Code, §17703.01, subds. (a) and (d)). If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute on behalf of the partnership (Corporations Code, §§16301 and 15904.02). If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign.

[1]Approval by the Office of the County Counsel is required.

[2]Approval by Auditor-Controller is required.

[3]Review by Risk Management is necessary only if changes are made in the Indemnification or Insurance paragraphs.

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EXHIBIT A: PROGRAM DESCRIPTION

I. IDENTIFICATION OF PROVIDER

Altos Health Partners
1525 Miramonte Avenue #3190
Los Altos, CA 94024

II. PROGRAM DESCRIPTION

CONTRACTOR will provide Electroconvulsive therapy (ECT) services. ECT is a medical treatment for certain mental health conditions, primarily severe depression, and other psychiatric disorders. It involves the application of brief electrical currents to the brain, which intentionally induces a controlled seizure. ECT is performed under general anesthesia to ensure the patient's comfort and safety. ECT is administered in a series of treatments over several weeks, and the number of sessions can vary depending on the individual's response and treatment goals. ECT has been shown to be effective in cases where other treatments have been unsuccessful or when rapid and significant symptom improvement is required.

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 under Medi-Cal.

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 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.

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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.

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

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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.

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.

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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.

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.

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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. Documentation Requirements

1. CONTRACTOR will follow all documentation requirements as specified in Article 4.2-4.8 inclusive in compliance with federal, state and COUNTY requirements.

2. All CONTRACTOR documentation shall be accurate, complete, and legible, shall list each date of service, and include the face-to-face time for each service. CONTRACTOR shall document travel and documentation time for each service separately from face-to-face time and provide this information to COUNTY upon request. Services must be identified as provided in-person, by telephone, or by telehealth.

C. Assessment

1. CONTRACTOR shall ensure that all client medical records include an assessment of each client's need for mental health services.

2. The time period for providers to complete an initial assessment and subsequent assessments for SMHS are up to clinical discretion of COUNTY; however, CONTRACTOR's providers shall complete assessments within a reasonable time and in accordance with generally accepted standards of practice.

D. Treatment and Care Plans

1. CONTRACTOR is not required to complete treatment or care plans for clients under this Agreement, except in the circumstances specified in BHIN 22-019 and additional guidance from DHCS that may follow after execution of this Agreement.

E. Progress Notes

1. CONTRACTOR shall create progress notes for the provision of all SMHS services provided under this Agreement.

2. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

F. Telehealth

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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.

V. Service Objectives

In FYs 2025-27, provide the following estimated ECT Services to eligible clients.

ALTOS HEALTH PARTNERS OUTPATIENT SERVICES FY 2025-27 (Sept 1, 2025 - June 30, 2027)		
CPT Code	**Description**	**Units of Service**
90792	INITIAL EVALUATION FOR ECT - OUTPATIENT (60-120 MIN, with report to referring physician)	10
90870	ECT PROCEDURE - INPATIENT or OUTPATIENT	120
99214	E&M VISIT LEVEL 4 – OUTPATIENT (for longer monthly clinics)	56
90833	PSYCHOTHERAPY - outpatient – 16-47 MIN	28
INPATIENT SERVICES		
99233	ECT CLINIC VISIT - INPATIENT	40
99233	CAPACITY CLINIC VISIT - INPATIENT	40

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Designated Contract Monitor

Jaqueline Townend
Behavioral Health Service Manager ll
Monterey County Behavioral Health
1441 Constitution Blvd., Building 400 Ste. 202
Salinas, CA 93906
(831) 796-1712

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Provisional Rates, Negotiated Rates, and Cash Flow Advances (CFA)

II. PAYMENT AUTHORIZATION FOR SERVICES

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

III. PAYMENT RATE

NEGOTIATED RATE: CONTRACTOR shall be reimbursed the following negotiated rates for services.

CONTRACTOR may exceed units within a program or total contract as long as the annual program not-to-exceed (NTE) or annual maximum County obligation is not exceeded.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total amount not to exceed $85,200 for FYs 2025-27.

ALTOS HEALTH PARTNERS OUTPATIENT SERVICES FY 2025-27 (Sept 1, 2025 - June 30, 2027)				
CPT Code	**Description**	**Rates**	**Units of Service**	**Total**
90792	INITIAL EVALUATION FOR ECT - OUTPATIENT (60-120 MIN, with report to referring physician)	$450	10	$4,500
90870	ECT PROCEDURE - INPATIENT or OUTPATIENT	$350	120	$42,000
99214	E&M VISIT LEVEL 4 – OUTPATIENT (for longer monthly clinics)	$200	56	$11,200
90833	PSYCHOTHERAPY - outpatient – 16-47 MIN	$125	28	$3,500
Total				$61,200
INPATIENT SERVICES				
99233	ECT CLINIC VISIT - INPATIENT	$300	40	$12,000
99233	CAPACITY CLINIC VISIT - INPATIENT	$300	40	$12,000
Total				$24,000
Total Maximum Liability Amount				$85,200

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

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services shall be based on actual cost of providing those services less any deductible revenues collected by the CONTRACTOR from other payer sources. In order to reduce COUNTY costs, the CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC), the California Code of Regulations, the Code of Federal Regulations, and the federal Social Security Act related to reimbursements by non-County and non-State sources, including, but not limited to, collecting reimbursements for services from clients (which shall be the same as patient fees established pursuant to WIC section 5710) and from private or public third-party payers.

CONTRACTOR shall not claim reimbursement from COUNTY for (or apply sums received from COUNTY with respect to) that portion of its obligations which has been paid by another source of revenue. If CONTRACTOR is seeking reimbursement for mental health services provided pursuant to this Agreement, reimbursement for such services shall be based upon the actual allowable costs of providing those services less any deductible revenues, as stated above. Notwithstanding any other provision of this Agreement, in no event may CONTRACTOR request a rate that exceeds the COUNTY'S Maximum Rate, which is based on the most recent State's Medi-Cal Behavioral Health Service Fee Schedules established by the State's Department of Health Care Services. In no case shall payments to CONTRACTOR exceed County's Maximum Rates. In addition to the rate limitation, in no event shall the maximum reimbursement that will be paid by COUNTY to CONTRACTOR under this Agreement for any Program Amount be more than the amount identified for each Program Amount for each Funded Program, as identified in this Exhibit B, Section III. Said amounts shall be referred to as the "Maximum Obligation of County," as identified in this Exhibit B, Section V.

B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

D. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Behavioral Health Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30^{th}) day of the month following the month of

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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) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

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

V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $85,200 for FYs 2025-27 for services rendered under this Agreement.

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B. Maximum Annual Liability:

Fiscal Year's Liability	TOTAL AMOUNT
Sep 1, 2025 to June 30, 2027	$ 85,200.00
Total Maximum Liability	**$ 85,200.00**

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

E. As an exception to Section D. above with respect to the 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.

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D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

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

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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

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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 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

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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 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

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CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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

A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter,

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CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

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

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EXHIBIT 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.

Altos Health Partners
Business Name of Contractor

DocuSigned by:
Katherine Taylor
3614F5BEA156420...
Signature of Authorized Representative

Katherine Taylor
Name of Authorized Representative

7/16/2025 | 11:58 PM PDT
Date

Chief Medical Director
Title of Authorized Representative

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EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

CONTRACTOR hereby agrees that it will comply with: (1) Section 504 of the Rehabilitation Act of 1973, as amended (29. U.S.C. 794), (2) all requirements imposed by the applicable HHS Regulations (45 C.F.R. Part 84) and, (3) all guidelines and interpretations issued pursuant thereto.

Pursuant to Section 84.5(a) of the Regulation (45 C.F.R. 84.5a) CONTRACTOR gives this Assurance in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts (except procurement contracts and contracts of insurance or guaranty), property, discounts or other federal financial assistance extended after the date of this Assurance, including payments or other assistance made after such date on applications for federal financial assistance which will be extended in reliance on the representations and agreements made in this Assurance. The United States will have the right to enforce this Assurance through lawful means. This Assurance is binding on CONTRACTOR, its successors, transferees and assignees. The person or persons whose signatures appear below are authorized to sign this Assurance on behalf of CONTRACTOR.

This Assurance obligates CONTRACTOR for the period during which federal financial assistance is extended or, where the assistance is in the form of real or personal property, for the period provided for in section 84.5(b) of the Regulations (45 C.F.R. 84.5b).

In addition, CONTRACTOR gives this assurance for the purpose of obtaining payment from the COUNTY under this Agreement, regardless of the funding source. This assurance obligates the CONTRACTOR during the entire term of this Agreement.

CONTRACTOR: (Please check A or B)

A. ☐ Employs fewer than fifteen persons;

B. ☒ Employs fifteen or more persons, and pursuant to Section 84.7(a) of the Regulations (45 C.F.R. 84.7a), has designated the following person(s) to coordinate its efforts to comply with the HHS regulations.

Contractor's Name	Altos Health Partners	
Name of Designee	Katherine Taylor	
Title of Designee	Chief Medical Director	
Street: 1525 Miramonte Avenue #3190		
City: Los Altos	State: CA	Zip: 94024
IRS Employer Identification Number	47-4257192	
I certify that the above information is complete and correct to the best of my knowledge and belief.		

Signature & Title of Contractor DocuSigned by: Katherine Taylor 3614F5DEA156420... Date 7/16/2025 | 11:58 PM PDT

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EXHIBIT E: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **September 1, 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 Altos Health Partners ("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:

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AGREEMENT

1. **DEFINITIONS**

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 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

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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; May 2021 4817-6588-6700.1

(iii) Covered Entity shall have sole control over the timing and method of providing notification of such Breach to the affected individual(s), the appropriate government agencies, and other persons required by law to be notified. Business Associate shall assist with any notifications, as requested by Covered Entity. Business Associate shall take prompt corrective action, including any action required by applicable State or federal laws and regulations relating to such Security Incident or nonpermitted access, acquisition, Use, or Disclosure. Business Associate shall reimburse Covered Entity

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for its reasonable costs and expenses in providing notification to affected individuals, appropriate government agencies, and any other persons required by law to be notified (e.g., without limitation, the media or consumer reporting agencies), including, but not limited to, any administrative costs associated with providing notice, printing and mailing costs, public relations costs, attorney fees, and costs of mitigating the harm (which may include the costs of obtaining up to one (1) year of credit monitoring services and identity theft insurance) for affected individuals whose PHI or other PII has or may have been compromised as a result of the Breach;

(b) Implement appropriate administrative, physical, and technical safeguards and comply with the Security Rule and industry best practices to prevent Use and/or Disclosure of EPHI other than as provided for by this BAA;

(c) Obtain and maintain a written agreement with each of its Subcontractors that creates, receives, maintains, or transmits PHI that requires each such Subcontractor to adhere to restrictions and conditions that are at least as restrictive as those that apply to Business Associate pursuant to this BAA. Upon request, Business Associate shall provide Covered Entity with copies of its written agreements with such Subcontractors;

(d) Make available all internal practices, records, books, agreements, policies and procedures and PHI relating to the Use and/or Disclosure of PHI received from, created, maintained, or transmitted by Business Associate on behalf of Covered Entity to the Secretary of the Department of Health and Human Services ("Secretary") in a time and manner designated by the Secretary for purposes of determining Covered Entity's or Business Associate's compliance with HIPAA. Business Associate shall immediately notify Covered Entity of any such requests by the Secretary and, upon Covered Entity's request, provide Covered Entity with any copies of documents Business Associate provided to the Secretary. In addition, Business Associate shall promptly make available to Covered Entity such practices, records, books, agreements, policies and procedures relating to the Use and Disclosure of PHI for purposes of determining whether Business Associate has complied with this BAA or maintains adequate security safeguards, upon reasonable request by Covered Entity. The fact that Covered Entity has the right to inspect, inspects, or fails to inspect Business Associate's internal practices, records, books, agreements, policies and procedures does not relieve Business Associate of its responsibility to comply with this BAA, regardless of whether Covered Entity detects or fails to detect a violation by Business Associate, nor does it constitute Covered Entity's acceptance of such practices or waiver of Covered Entity's rights under this BAA;

(e) Document Disclosures of PHI and information related to such Disclosure and, within twenty (20) days of receiving a written request from Covered Entity, provide to Covered Entity such information as is requested by Covered Entity to permit Covered Entity to respond to a request by an individual for an accounting of the Disclosures of the individual's PHI in accordance with 45 C.F.R. § 164.528 and the HITECH Act. At a minimum, the Business Associate shall provide Covered Entity with the following information: (i) the date of the Disclosure; (ii) the name of the entity or person who received the PHI, and if known, the address of such entity or person; (iii) a brief description of the PHI Disclosed; and (iv) a brief statement of the purpose of such Disclosure which includes an explanation of the basis for such Disclosure. In the event the request for an accounting is delivered directly to the Business Associate, the Business Associate shall, within ten (10)

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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

(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.

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(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 deidentified information except as approved in writing by Covered Entity.

(c) Business Associate further acknowledges that it is obligated by law to comply, and represents and warrants that it shall comply, with HIPAA. Business Associate shall comply with all California Confidentiality Laws, to the extent that such state laws are not preempted by HIPAA.

(d) Business Associate further acknowledges that Uses and Disclosures of PHI must be consistent with Covered Entity's privacy practices, as stated in Covered Entity's Notice of Privacy Practices. The current Notice of Privacy Practices can be retrieved online from the Covered Entity's webpage. Business Associate agrees to review the Notice of Privacy Practices at this URL at least once annually while doing business with Covered Entity to ensure it remains updated on any changes to the Notice of Privacy Practices Covered Entity may make.

3.3 **Responsibilities of Covered Entity**. Covered Entity shall notify Business Associate of any (i) changes in, or withdrawal of, the authorization of an individual regarding the Use or Disclosure of PHI provided to Covered Entity pursuant to 45 C.F.R. § 164.508, to the extent that such changes may affect Business Associate's Use or Disclosure of PHI; or (ii) restrictions on Use and/or Disclosure of PHI as provided for in 45 C.F.R. § 164.522 agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's Use or Disclosure of PHI.

4. TERM AND TERMINATION

4.1 Term. This BAA shall become effective on the Effective Date and shall continue in effect until all of the PHI provided by Covered Entity to Business Associate or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or if it is infeasible to return or destroy PHI, protections are extended to such PHI, in accordance with the termination provisions in Section 4.4. Certain provisions and requirements of this BAA shall survive its expiration or other termination as set forth in Section 5 herein.

4.2 Termination. If Covered Entity determines in good faith that Business Associate has breached a material term of this BAA, Covered Entity may either: (i) immediately terminate this BAA and any underlying Services Agreement without penalty; or (ii) terminate this BAA and any underlying Services Agreement within thirty (30) days of Business Associate's receipt of written notice of such breach, if the breach is not cured to the satisfaction of Covered Entity.

4.3 Automatic Termination. This BAA shall automatically terminate without any further action of the Parties upon the termination or expiration of all Services Agreements between Covered Entity and Business Associate that would necessitate having this BAA in place.

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4.4 Effect of Termination. Upon termination or expiration of this BAA for any reason, Business Associate shall return or destroy all PHI pursuant to 45 C.F.R. § 164.504(e)(2)(ii)(J) if, and to the extent that, it is feasible to do so. Prior to returning or destroying the PHI, Business Associate shall recover any PHI in the possession of its Subcontractors. Business Associate shall certify in writing that all PHI has been returned or securely destroyed, and no copies retained, upon Covered Entity's request. To the extent it is not feasible for Business Associate to return or destroy any portion of the PHI, Business Associate shall notify Covered Entity in writing of the condition that makes return or destruction infeasible. If Covered Entity agrees that return or destruction of the PHI is infeasible, as determined in its sole discretion, Business Associate shall: (i) retain only that PHI which is infeasible to return or destroy; (ii) return to Covered Entity the remaining PHI that the Business Associate maintains in any form; (iii) continue to extend the protections of this BAA to the PHI for as long as Business Associate retains PHI; (iv) limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction of the PHI not feasible and subject to the same conditions as set out in Sections 2 and 3 above, which applied prior to termination; and (v) return to Covered Entity the PHI retained by Business Associate when such return is no longer infeasible.

5. MISCELLANEOUS

5.1 Survival. The obligations of Business Associate under the provisions of Sections 3.1, 3.2, and 4.4 and Article 5 shall survive termination of this BAA until such time as all PHI is returned to Covered Entity or destroyed.

5.2 Amendments; Waiver. This BAA may not be modified or amended, except in a writing duly signed by authorized representatives of the Parties. To the extent that any relevant provision of HIPAA or California Confidentiality Laws is materially amended in a manner that changes the obligations of the Parties, the Parties agree to negotiate in good faith appropriate amendment(s) to this BAA to give effect to the revised obligations. Further, no provision of this BAA shall be waived, except in a writing duly signed by authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.

5.3 No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor shall anything herein confer, upon any person other than the Parties and the respective successors or assigns of the Parties, any rights, remedies, obligations, or liabilities whatsoever.

5.4 Notices. Any notices to be given hereunder to a Party shall be made via U.S. Mail or express courier to such Party's address given below, and/or via facsimile or email to the facsimile telephone numbers or email addresses listed below. If to Business Associate, to:
Altos Health Partners
Attn: Katherine Taylor, Chief Medical Director
1525 Miramonte Avenue #3190, Los Altos, CA 94024.
Phone: (650) 988-7626
Email: Katherine_Taylor@elcaminohealth.org

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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@co.monterey.ca.us

Each Party named above may change its address and that of its representative for notice by the giving of notice thereof in the manner hereinabove provided. Such notice is effective upon receipt of notice, but receipt is deemed to occur on next business day if notice is sent by FedEx or other overnight delivery service.

5.5 Counterparts; Facsimiles. This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile and electronic copies hereof shall be deemed to be originals.

5.6 Relationship of Parties. Notwithstanding anything to the contrary in the Services Agreement, Business Associate is an independent contractor and not an agent of Covered Entity under this BAA. Business Associate has the sole right and obligation to supervise, manage, contract, direct, procure, perform, or cause to be performed all Business Associate obligations under this BAA.

5.7 Choice of Law; Interpretation. This BAA shall be governed by the laws of the State of California. Any ambiguities in this BAA shall be resolved in a manner that allows Covered Entity and Business Associate to comply with HIPAA and the California Confidentiality Laws.

5.8 Indemnification. Business Associate shall indemnify, defend, and hold harmless the County of Monterey (the "COUNTY"), its officers, agents, and employees from any claim, liability, loss, injury, cost, expense, penalty or damage, including costs incurred by the COUNTY with respect to any investigation, enforcement proceeding, or third party action, arising out of, or in connection with, a violation of this BAA, HIPAA or California Confidentiality Laws, or a Breach that is attributable to an act or omission of Business Associate and/or its agents, members, employees, or Subcontractors, excepting only loss, injury, cost, expense, penalty or damage caused by the negligence or willful misconduct of personnel employed by the COUNTY. It is the intent of the Parties to provide the broadest possible indemnification for the COUNTY. This provision is in addition to, and independent of, any indemnification provision in any Services Agreement between the Parties.

5.9 Applicability of Terms. This BAA applies to all present and future Services Agreements and business associate relationships, written or unwritten, formal or informal, in which Business Associate creates, receives, transmits, or maintains any PHI for or on behalf of Covered Entity in any form whatsoever. This BAA shall automatically be incorporated in all subsequent agreements between Business Associate and Covered Entity involving the Use or Disclosure of PHI whether or not specifically referenced therein. In the event of any conflict or inconsistency between a provision of this BAA and a provision of any other agreement between Business Associate and Covered Entity, the provision of this BAA shall

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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, with limits of not less than $10,000,000 per claim and in the aggregate. 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.~~

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5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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

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Entity shall cooperate in good faith to ensure Covered Entity's electronic health information is accessed, exchanged, and used in compliance with the Information Blocking Rules.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf as of the Effective Date.

COUNTY OF MONTEREY, ON BEHALF OF THE HEALTH DEPARTMENT	***Altos Health Partners***
By: _____	By: DocuSigned by: Katherine Taylor 3614F5BEA156420...
Print Name: Elsa M. Jimenez	Print Name: Katherine Taylor .
Print Title: Director of Health Services	Print Title: Chief Medical Director .
Date: _____	Date: 7/16/2025 | 11:58 PM PDT

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EXHIBIT F: Behavioral Health Cost Reimbursement Invoice

Contractor:	Altos Health Partners	**Invoice Number:**	
Address Line 1	1525 Miramonte Avenue #3190, Los Altos, CA 94024	**County PO No.:**	
Address Line 2			
		Invoice Period:	
Tel. No.:	(650) 988-7626		
Fax No.:			
Contract Term:	September 1, 2025 - June 30, 2027	**Final Invoice:**	(Check if Yes)
BH Division:	Behavioral Health	**BH Control Number**	
Funded Program:	**MH Tx Services**		
AVATAR Program:			

CPT CODE	Service Description	Rate per Unit	Units of Services	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	% Delivered to Date of Contracted UOS	Remaining UOS Deliverables	% of Remaining Deliverables	Total Annual Contract Amount	Dollar Amount Requested this Period	Total Dollars Delivered as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% Remaining of Total Contract Amount
90792	INITIAL EVALUATION FOR ECT-OUTPATIENT (60-120 MIN, with report to referring physician)	$ 450.00	10				0.00%	10		$4,500.00	$0.00	$0.00		4,500.00	100.00%
90870	ECT PROCEDURE - INPATIENT or OUTPATIENT	$ 350.00	120				0.00%	120		$42,000.00	$0.00	$0.00		42,000.00	100.00%
99214	E & M VISIT LEVEL 4 - OUTPATIENT	$ 200.00	56				0.00%	56		$11,200.00	$0.00	$0.00		11,200.00	100.00%
90833	PSYCHOTHERAPY - outpatient 16-47 MIN	$ 125.00	28				0.00%	28		$3,500.00	$0.00	$0.00		3,500.00	100.00%
99233	ECT CLINIC VISIT - INPATIENT	$ 300.00	40				0.00%	40		$12,000.00	$0.00	$0.00		12,000.00	100.00%
99233	CAPACITY CLINIC VISIT - INPATIENT	$ 300.00	40				0.00%	40		$12,000.00	$0.00	$0.00		12,000.00	100.00%
	TOTALS			**0**	**0**	**0**				$85,200.00	**$0.00**	**0.00**	85,200.00	85,200.00	

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: _____ Telephone: _____

Send to:
mchdbhfinance@countyofmonterey.gov

Behavioral Health Authorization for Payment

Authorized Signatory Date

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EXHIBIT G: AUDITS AND AUDIT APPEALS

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.

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1. For Federal audit exceptions, Federal audit appeal processes shall be followed.
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:

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1. Paid in one cash payment by CONTRACTOR to COUNTY;

2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT H: EXEMPTION OF SPECIFIED INSURANCE REQUIREMENTS

CONTRACTOR: Altos Health Partners

1. **INSURANCE REQUIREMENTS:**

COUNTY agrees to modify Section XIII Insurance C; 2. Automobile Liability Insurance Requirements: C; 3. Workers Compensation Insurance and Business Associate Section 5; 5.10 Cyber Liability Insurance of the COUNTY Standard Agreement for the CONRACTOR under this Agreement as follows:

a. **Business Automobile Liability Insurance Exemption and Automobile Policy Reduction in Coverage**

The COUNTY agrees to exempt the CONTRACTOR from the Business Automobile Liability Insurance coverage requirement as the CONTRACTOR will not be driving during the course of delivering services to client.

b. **Workers' Compensation Insurance Exemption**

The CONTRACTOR is the sole provider of services with no permanent or temporary employees. Accordingly, Workers Compensation coverage requirements are therefore waived for this CONTRACTOR under this Agreement.

c. **Cyber Liability Insurance**

The COUNTY agrees to exempt the CONTRACTOR from Cyber Liability Insurance. CONTRACTOR will be providing services to one client for a minimal period. Therefore, Cyber Liability Insurance requirements are waived for this CONTRACTOR under this agreement.

2. The above modifications allow the CONTRACTOR to provide specialized and personalized services, and these exemptions allow the COUNTY to retain the services of this experienced CONTRACTOR within our budgetary constraints.

3. Except as provided herein, all other terms and conditions of the Standard Agreement with Los Altos Health Partners, shall remain in full force and effect.