County of Monterey

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

Meeting Agenda - Final

Tuesday, January 6, 2026
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

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

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

Participation in meetings

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

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

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

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

a. submit your comment via email by 5:00 p.m. on the Monday prior to the Board meeting. Please submit your comment to the Clerk of the Board at cob@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)(1), the Board will confer with legal counsel regarding existing litigation:
   (1) *Mario Gonzalez, et al. v. State of California, et al.,* Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000848; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)
   (2) *Monterey County Vacation Rental Alliance vs. County of Monterey, et al;* Monterey County Superior Court Case No. 24CV004922

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

Color Guard Display

Youth Choir Performance

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.

Nominations and Presentation

New Chair will present a plaque to outgoing Chair
Comments by outgoing Chair
Comments by other Supervisors
Comments by incoming Chair and Vice Chair
Comments by other Supervisors

Ceremonial Resolutions

2. Adopt a resolution commending Commander Jose Mendoza upon his retirement from twenty-four years of public service with the Monterey County Sheriff's Office. (Supervisor Lopez - (NP))

Attachments: Ceremonial Resolution - Jose Mendoza Resolution

Appointments

3. Reappoint Bonnie Foxworthy to the Community Restorative Justice Commission representing District 4 as a Victims of a Crime Representative with a term end date of May 10, 2028. (District Specific - District 4, Supervisor Root Askew)

Attachments: Application - Bonnie Foxworthy
Notification to Clerk of Appt - Bonnie Foxworthy

4. Reappoint Jessica McKillip to the Area Agency on Aging Advisory Council representing District 4 as a Primary Representative with a term end date of December 31, 2029. (District Specific - District 4, Supervisor Root Askew)

Attachments: Notification to Clerk of Appt - Jessica McKillip
Application - Jessica McKillip
Resume - Jessica McKillip

5. Reappoint Roger Miller to the Commission on Disabilities as a City of Pacific Grove Representative with a term end date of December 31, 2028. (Nominated by Nick Smith - Mayor of Pacific Grove)

Attachments: Notification to Clerk of Appt - Roger Miller
Application - Roger Miller
Resume - Roger MIller

6. Appoint Anthony Nicola to the San Ardo Water District as a Primary Representative to fill an unexpired term ending on January 23, 2026. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk - Anthony Nicola
Letter of Intererst - Anthony Nicola_Redacted
Bio - Anthony Nicola

7. Appoint Marcel R. Martens to Greenfield Memorial District as a Primary Representative with a term expiration date on November 30,2030. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk - Marcel R Martens
Letter of Interest - Marcel R Martens
Resume - Marcel R Martens

8. Reappoint Alicia M. Blanco to Gonzales Cemetery District as a Primary Representative with a term expiration date on April 14, 2030. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk - Alicia M. Blanco
Resume - Alicia M. Blanco
Letter of Interest - Alicia M. Blanco

9. Appoint Paul Guzman to Gonzales Cemetery District as a Primary Representative to fill an unexpired term ending on April 14, 2027. (District Specific - District 3, Supervisor Lopez)

Attachments: Notification to Clerk - Paul Guzman
Letter of Interest - Paul Guzman
Resume - Paul Guzman

Approval of Consent Calendar – (See Supplemental Sheet)

10. See Supplemental Sheet

General Public Comments

11. General Public Comments

Scheduled Matters

12. Consider the recommendations from the Standing Committee Appointment Process Ad Hoc related to the rotation process and provide direction to staff, as needed.

Attachments: Board Report
Attachment A - Proposed Rotation Schedule

12:00 P.M. - Recess to Lunch

1:30 P.M. - Reconvene

Roll Call

Scheduled Matters

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

14. a. Receive a presentation on the Stepping Up Initiative adopted by the Board of Supervisors on April 30, 2019, per Resolution No. 19-124, to reduce the number of people with mental illnesses in our county jail; and
b. Provide direction as appropriate.

Attachments: Board Report
Presentation

15. a. Conduct a workshop to consider possible amendments to the Monterey County Code ("MCC") Title 20 (Coastal Zoning Ordinance), Title 21 (Inland Zoning Ordinance) and Title 7 (Business Tax, Licenses and Regulations) to regulate the vacation (or short-term) rental of residential property; and
b. Provide direction to staff.
Project Title: REF250042 (Coastal) and REF250043 (Inland) Vacation Rental Ordinance Amendments
Proposed Location: Countywide
Proposed California Environmental Quality Act (CEQA) action: Find this workshop statutorily exemption pursuant to Section 15262 of the California Environmental Quality Act ("CEQA") Guidelines.

Attachments: Board Report

16. a. Receive a follow-up status report on the County of Monterey Health Services Master Plan Project - Phase I Mental Health Rehabilitation Center (MHRC): and
b. Provide direction to staff on preferred option:
   i. Proceed with constructing one MHRC only (one MHRC and one support building);
   ii. Proceed with Phase 1, Part 1 of project (three MHRCs and one support building);
   iii. Proceed with Phase 1, Part 1 and Part 2 of project (six MHRCs and one support building);
   iv. Cease future work on the project.
c. Provide further direction, as appropriate.

Attachments: Board Report
Attachment A
Attachment B
MHRC Presentation

Other Board Matters

Referral Matrix and New Referrals

17. Referral Matrix and New Referrals

Attachments: Board Referral Matrix

Referral Responses

18. Receive a preliminary response to ***Board Referral No. 2025.17*** (Askew) regarding affirmation, through resolution, of the County of Monterey's opposition to offshore drilling and seabed mining, and consider joining and financially contributing to the Local Government Outer Continental Shelf Coordination Program to ensure the local government perspective is not diminished in federal decision-making.

Attachments: Board Report
Attachment A
Attachment B
Attachment C
Attachment D
Attachment E

County Administrative Officer Comments

19. County Administrative Officer Comments

Board Comments

20. Board Comments

Read Out from Closed Session by County Counsel

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

Adjournment

Supplemental Sheet, Consent Calendar

Natividad Medical Center

21. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit UX for unrepresented medical service line directors as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the salary range as indicated in Attachment B, effective December 13, 2025; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit UX in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Attachment A
Attachment B
Board Resolution

Health Department

22. a. Approve and authorize the Director of Health Services or designee to execute a retroactive Agreement with Central Coast Center for Independent Living (CCCIL) for the provision of work incentive counseling and independent living skills and outreach services for a term of July 1, 2025 through June 30, 2026, for a total agreement amount of $203,581; 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% ($20,351) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $223,932.

Attachments: Board Report
Agreement

23. a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning July 28, 2025 through June 30, 2027 with Hesed Christian Ministries doing business as Agape Homes Orcutt for the provision of Short Term Residential Therapeutic Program (STRTP) treatment including Case Management, Specialty Mental Health Services, Medication Support and Crisis Intervention for children/youth in the amount of $72,621 for Fiscal Year (FY) 2025-2026 and $74,808 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $147,429 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% ($14,743) of the original agreement amount, do not significantly

change the scope of services, and do not increase the total not to exceed amount over $162,172.

Attachments: Board Report
Agreement

24. a. Approve and authorize the Director of Health Services or designee to execute an Agreement with First Alarm for the provision of on-going building security system monitoring, for the Health Department's Behavioral Health Bureau building located at 1611 Bunker Hill Way, Suite #120, Salinas, California, for a total agreement amount of $23,886 and with a term upon execution through September 30, 2028;
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($2,389) of the original Agreement amount, do not significantly alter the scope of work, and do not exceed the maximum amount of $26,275; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Agreement

25. Approve and adopt the proposed amended Bylaws of the County of Monterey Behavioral Health Commission (BHC).

Attachments: Board Report
Attachment A Current Bylaws of the Behavioral Health Commission
Attachment B Proposed Amended Bylaws of the Behavioral Health Commission (Red-line Version)
Attachment C Proposed Amended Bylaws of the Behavioral Health Commission (Clean Version)

26. a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 to the Agreement with First Alarm for the provision of on-going building security system monitoring and equipment monitoring services, for the Health Department Administration building located at 1270 Natividad Road, Salinas, California, adding $37,833 for a new total Agreement amount of $76,223 and extending the term an additional three (3) years for a new term of April 1, 2022 through January 31, 2028;
b. Approve and authorize the Director of Health Services or designee to sign up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% ($3,839) of the original Agreement amount, do not significantly alter the scope of work, and do not exceed the maximum amount of $80,062; and

c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Renewal & Amendment No. 1
Agreement

27. a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to Agreement No. A-16078 with Blue Pearl Specialty & Emergency Pet Hospital for the provision of emergency veterinary services to injured or sick domestic animals brought in by County Staff, Good Samaritans, or surrounding cities staff, extending the term an additional two years for a new term of October 10, 2022 through October 9, 2028, and adding $20,000 for a new Total Agreement amount of $60,000;
b. Approve the Director of Health Services or designee to approve one future Amendment that does not exceed 10% ($1,500) of the original Agreement amount, does not significantly alter the scope of services, and does not exceed the maximum amount of $61,500; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

Attachments: Board Report
Amendment No. 2
Amendment No. 1
Agreement
Board Order to Agreement

28. a. Approve and authorize the Director of Health Services or designee to execute a renewal Order Form with Qualtrics, applying the terms and conditions of the parties' previously Board-approved General Terms and Conditions for Qualtrics Cloud Services dated September 1, 2022 ("Data Processing Agreement"), for continuation of vendor-hosted online survey platform subscription services and professional services as needed, extending the Data Processing Agreement for an additional three-year term retroactive to September 1, 2025 through August 31, 2028, for a revised total term of September 1, 2022 through August 31, 2028, and adding $215,158 for a total agreement liability of $375,158; and
b. Authorize the Director of Health Services or designee to sign future Order Forms to this Agreement where the Order Forms do not significantly change the scope of work and do not cause an increase of more than 10% of the original contract amount ($16,000) for a maximum aggregate agreement not to exceed $391,158.

Attachments: Board Report
Order Form
Board Order
Original Agreement

Criminal Justice

29. a. Approve a resolution amending Article XIII, Section III of the Monterey County Master Fee Resolution, effective January 1, 2026, authorizing a $1 increase in the Real Estate Fraud Prosecution Trust Fund Recording Fee from $9 to $10 per recorded document, on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply, to support the investigation and prosecution of real estate fraud by the District Attorney's Office.

Attachments: Board Report
Attachment A - Memorandum Supporting Request
Attachment B - Proposed Article XIII 2026 (clean version)
Attachment C - Proposed Article XIII 2026 (strike-through version)
Attachment D - Board Resolution

30. a. Authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A-16354 with One Transcription Services for continuing transcription services for the Office of the District Attorney, increasing the not-to-exceed amount by $100,000 for a revised total of $130,000 and extending the Agreement term by two years, retroactively extending the period from July 1, 2025 through June 30, 2027;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts Purchasing Officer or their designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications related to this amendment when required; and
d. Authorize the Contracts Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2027.

Attachments: Board Report
2240-One Transcription, LLC -Amendment #1

31. Approve the Memorandum of Understanding (MOU) for Court Security Services between the Monterey County Sheriff's Office and Superior Court of California, County of Monterey for the period between November 1, 2025, and June 30, 2030, with an estimated annual cost of $6,600,000.

Attachments: Board Report
FY 2025-30 Court Security MOU between Superior Court and Sheriff's Office.pdf

General Government

32. Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Monterey Bay Aquarium Foundation ("Monterey Bay Aquarium") from January 6, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

Attachments: Board Report
MOU Monterey Bay Aquarium Foundation

33. a. Authorize the Chief Contracts and Procurement Officer or designee, under the terms of Region 4 Education Service Center OMNIA Cooperative Agreement R241205, to execute a retroactive non-standard Agreement with Xerox Corporation to provide a multi-functioning Xerox C8170H2 copier for the Elections Department for the term retroactive to November 1, 2025 to October 31, 2028 for a total amount not to exceed $10,000; and
b. Accept the non-standard terms and conditions contained in the vendor's contract pursuant to the recommendation of the Registrar of Voters; and
c. Authorize the Chief Contracts and Procurement Officer or designee to execute up to two (2) future amendments to the Agreement, extending the agreement by one (1) year each, where the amendments do not significantly change the scope of services and where the additional costs do not exceed more than 10% ($1,000) of the original agreement amount of $10,000 for an aggregate do not exceed amount of $11,000.

Attachments: Board Report
Attachment A - Xerox Lease Agreement
Attachment B - Region 4 Education OMNIA Cooperative Contract R241205

34. Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II;
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Resolution

35. Adopt a Resolution to:
a. Amend the FY 2025-26 Office of County Counsel Adopted Budget (Fund 001, Department 1210, Unit 8407) to approve the reclassification of one (1) Management Analyst to one (1) Ergonomics Manager as indicated in Attachment A, effective January 10, 2026; and

b. Direct the County Administrative Office and the Auditor- Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

Attachments: Board Report
Attachment A
Resolution

36. Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Prunedale Senior Center for costs associated with recent facility improvements and senior service programming that support the health and quality of life of local residents.

Attachments: Board Report
Prunedale Senior Center Invoice

37. Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the First Mayor's House of Salinas City for essential operating costs previously funded by the City of Salinas. This support will allow the organization to remain open to the public and continue providing educational, cultural, and historical programming that preserves and showcases the community's heritage.

Attachments: Board Report
First Mayor's House Invoice

Public Works, Facilities and Parks

38. a. Adopt a Resolution to amend the County of Monterey Parks Commission Bylaws to add an "At-Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

Attachments: Board Report
Attachment A - Monterey County Parks Commission Bylaws redlined
Attachment B - Monterey County Parks Commission Bylaws Clean
Resolution PC Bylaws clean

County of Monterey

Board Report

Legistar File Number: CS 26-002

Item No.1

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

January 06, 2026

Introduced: 12/16/2025
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)(1), the Board will confer with legal counsel regarding existing litigation:
(1) *Mario Gonzalez, et al. v. State of California, et al.,* Monterey County Superior Court Case No. 23CV004194 (as lead coordinated case, including subordinate Monterey County cases: 24CV000215; 24CV000421; 24CVOOO428; 24CV000848; 24CV000904; 24CV001269; 25CV004183; and Santa Cruz case: 23CV03022)
(2) *Monterey County Vacation Rental Alliance vs. County of Monterey, et al;* Monterey County Superior Court Case No. 24CV004922

County of Monterey

Board Report

Legistar File Number: CR 25-210

Item No.2

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

January 06, 2026

Introduced: 12/1/2025
Version: 1

Current Status: Ceremonial Resolution
Matter Type: Ceremonial Resolution

Adopt a resolution commending Commander Jose Mendoza upon his retirement from twenty-four years of public service with the Monterey County Sheriff's Office. (Supervisor Lopez - (NP))

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

Resolution No.:
Adopt Resolution commending **Commander Jose Mendoza**
upon his retirement from twenty-four years of public service
with the Monterey County Sheriff's Office

WHEREAS, Jose Mendoza, a lifelong East Salinas resident and Alisal High School Class of 1986 graduate, honorably served six years in the United States Army; and

WHEREAS, Jose Mendoza began his career with the Monterey County Sheriff's Office as a Deputy Sheriff on September 16, 1996, rose to Facility Training Officer in December 2000 with responsibility for guiding new Deputies, and achieved the rank of Sergeant in April 2001; and

WHEREAS, in 2002, **Jose Mendoza** was named Explorer Advisor for the Monterey County Sheriff's Explorer Post #511, mentoring and preparing youth for law enforcement careers while cultivating leadership development; and

WHEREAS, in 2004, **Jose Mendoza** received a Commendation for his actions during an inmate riot at the jail, bringing a successful conclusion to a dangerous situation; and

WHEREAS, in 2004, **Jose Mendoza** was part of a small group of Deputies who created the Sheriff's Office Honor Guard Unit, serving as Team Leader and coordinating training, transportation, and representation at funerals, memorials, and other official events; and

WHEREAS, in 2006, **Jose Mendoza** was awarded the Monterey County Sheriff's Deputy of the Year Award for creating and implementing the Increased Security Level Policy in the jail, resulting in a safer work environment for Deputies; and

WHEREAS, as Classification Sergeant, **Jose Mendoza** became a certified gang expert by the Monterey County Superior Court, attending numerous gang conferences and training courses, and working closely with Law Enforcement partners and the District Attorney's Office to testify in gang-related crimes; and

WHEREAS, in 2008, **Jose Mendoza** was promoted to Commander, where he oversaw every Division within the Custody Operations Bureau, demonstrating leadership and dedication to the safety and efficiency of operations; and

WHEREAS, in 2013, **Jose Mendoza** was recognized for his participation and assistance in the construction of the Monterey County Sheriff's Memorial Wall, making it a reality to honor Deputies who sacrificed their lives in the line of duty; and

WHEREAS, Jose Mendoza gave back to his community by serving on the City of Salinas Police Community Advisory Committee, representing District 1, and in 2003 was recognized by the State

National Latino Peace Officers Association (NLPOA) for his outstanding service and dedication in starting the first NLPOA chapter in Monterey County, where he also served as Treasurer.

NOW, THEREFORE, BE IT RESOLVED, that the Monterey County Sheriff's Office hereby recognizes and honors **Commander Jose Mendoza** for his 24 years of dedicated service, his commitment to public safety, his mentorship of future generations, and his lasting contributions to the community and the Monterey County Sheriff's Office.

BE IT FURTHER RESOLVED, that we extend our deepest gratitude and best wishes to **Commander Jose Mendoza** upon his retirement, with appreciation for his distinguished career and enduring legacy of service.

PASSED AND ADOPTED this _____ day of _____, 2025, by the following vote, to wit:

AYES:
NOES:
ABSENT:

I, Valeria Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book _____ for the meeting on _____, 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 25-187

Item No.3

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

January 06, 2026

Introduced: 11/21/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Bonnie Foxworthy to the Community Restorative Justice Commission representing District 4 as a Victims of a Crime Representative with a term end date of May 10, 2028. (District Specific - District 4, Supervisor Root Askew)

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

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

Community Restorative Justice Commission Application

Bonnie Foxworthy

District: 4
Initialed Application: Yes

Applicant

First Name: **Bonnie**
Middle Initial:
Last Name: **Foxworthy**

Employment

Occupation: **N/A**
Job Title: **N/A**
Employer: **Retired probation officer since February 2015**

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

Restorative Justice Commission

Has served on an advisory group before?

Yes

Restore Justice Commission

Please tell us about yourself and why you want serve:

I have been involved with restorative justice and its programs and practices for over 20 years. I am a retired probation officer and remain active in the community through speaking at the county jail through restorative justice and speaking at different organizations as a representative of the Restorative Justice Commission.

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

I believe in the precepts of restorative justice and wish to remain active in moving the commission into main stream conflict resolution solutions and provide information regarding available programs and resources.

How did you hear about the position?:

Currently a commission membet

Please identify any specialized accommodations needed for equal participation:

None

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: 01/06/2026

Appointment to the Community Restorative Justice Commission

Nominated Appointee: Bonnie Foxworthy

Nominated by: Supervisor Askew

Representing: District 4

Reason for Nomination:

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

Term:

Start Date: 01/06/2026 Term End Date: 05/10/2028

County of Monterey

Board Report

Legistar File Number: APP 25-181

Item No.4

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

January 06, 2026

Introduced: 11/24/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Jessica McKillip to the Area Agency on Aging Advisory Council representing District 4 as a Primary Representative with a term end date of December 31, 2029. (District Specific - District 4, Supervisor Root Askew)

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

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

To: Clerk of the Board's Office

From: Supervisor Askew

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/06/2026

Appointment to the Area Agency on Aging Advisory Council

Nominated Appointee: Jessica McKillip

Nominated by: Supervisor Askew

Representing: Primary

Reason for Nomination:

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

Term:

Start Date: 01/06/2026 Term End Date: 12/31/2029

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

168 W. Alisal Street 1st Floor
Salinas, CA 93901
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cob@countyofmonterey.gov

Area Agency on Aging Advisory Council Application

Jessica McKillip

District: 4
Initialed Application: Yes

Applicant

First Name: **Jessica**
Middle Initial:
Last Name: **McKillip**

Employment

Occupation:
Job Title: **Executive Director**
Employer: **Independent Transportation Network Monterey County**

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

Area Agency on Aging Advisory Council

Has served on an advisory group before?

Yes

Currently on AAA

Please tell us about yourself and why you want serve:

Current member

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

Current member and social services provider

How did you hear about the position?:

District staff

Jessica Charlene McKillip

[redacted]

PROFESSIONAL SKILLS

Passionate Leader
Non-Profit Fiscal & Grant Management
Public Speaking & Positive Communications
Strong Community Relationships
Effective Collaborator & Motivator
Creative Problem Solver

TECHNICAL SKILLS

Adobe Suite
Google Suite
Facebook & Instagram
Microsoft Office Suite
Transportation Software on Salesforce
QuickBooks

COMMUNITY ENGAGEMENT

Monterey Salinas Transit Mobility Advisory Council – 2021-23 Chair, Member 2018 - present
Monterey County's Area Agency on Aging Council – Legislative and Advocacy Chair, Executive Committee 2019 – present
American Legion Auxiliary – Monterey Cypress Unit Chaplain 2021- present, Member since 2015
Junior League of Monterey County – 2022-23 Fundraising Committee Chair, Member 2017 - present
Marina Rotary Club – 2021-22 Community Grant Project Lead, Member 2012 - present
Monterey County Young Professionals Group (MCYPG) – Board Member June 2017- 2019
Salinas Valley Food & Wine Festival - Event Chair 2015, Committee Member 2010 - 2016
Marina Chamber of Commerce – Board President 2012, Member 2010 to 2014

PROFESSIONAL EXPERIENCE

Independent Transportation Network Monterey County
Executive Director – March 2018 to Present

- Manage day to day operations and transportation needs including support to staff and volunteers
- Communicate and collaborate with Board of Directors on mission focused projects and programing
- Ensure financial stability by managing a budget of $600,000 while increasing our existing grant funds
- Securing national foundations and local donors to grow organizations sources of revenue
- Develop community needs based projects with local governmental and non-profit organizations
- Represent the agency in regional forums to assure relevant resources for senior needs are prioritized

The Club at Crazy Horse Ranch – Salinas, CA
Director of Human Resources, Accounting, and Administration - February 2016 to May 2018

- Executed all general accounting and office duties including AR/AP, Payroll, Health Benefits
- Oversaw all Human Resource records, trainings & reviews, ensuring labor regulation compliance
- Identified company needs and department deficiencies to improve overall operations
- Delivered monthly membership and financial reporting to management and Investor Board

Oldtown Salinas Association (OSA) - Salinas, CA
Executive Director- July 2013 to January 2016

- Executed fiscal management, organized AR/AP, community, and federal grant funding/reporting
- Directed all staff duties, business member relations, and contracted projects
- Administered a budget of $200,000, including community and federal grant writing and accountability
- Scheduled all Board of Directors meetings, prepared agendas, minutes, and committee work

Hartnell College Department of Foster & Kinship Care Education - Salinas, Ca
Independent Learning Program Manager- May 2014 to December 2014
- Led collaborative monthly meetings while coaching youth to present topics & develop self-esteem
- Unified teaching curriculum outcomes that met or exceeded state and federal funding requirements
- Improved transitional youth service needs and tracking data in collaboration with local organizations

JCM Management Services- Marina, CA
The Oldtown Marketplace Certified Farmers' Market- February 2013 to December 2014
Natividad Medical Center Farmers' Market- March to November 2011 & Jun to October 2010
Everyone's Harvest Marina Certified Farmers' Market- September 2008 to December 2010
- Managed all aspects of event operations, contracts, and complied with all local & state regulations
- Increased and quantified event participation; Instituted numerous new community events and personally supervised all aspects of the events, including a 100% safety record
- Developed budgets, secured sponsorships, and organized all event logistical elements

City of Marina Recreation & Cultural Services Department- Marina, CA
Partnership Program Recreations Lead – July 2012 to June 2013
- Improved outreach efforts for the City of Marina Business Partnership Program within community
- Organized and facilitated all program tracking - business solicitations, renewals, and quarterly reports
- Built positive relations with business sponsors, regional non-profits and community leaders

Healthy Eating Lifestyle Principles Inc. (HELP) - Monterey, CA
Program Manager- June 2008 to March 2010
- Implemented and executed first ever high school course programs/curriculum to at-risk youth
- Managed youth & adult education programs- participant tracking, attendance reports, class activities
- Expanded grant writing awards, improved reporting, ensured accurate budget and expense reports
- Facilitated school presentations, classroom workshops, and educational activities with staff

YWCA of Monterey County Pathways Program- Seaside, CA
Operations Supervisor- January 2002 to April 2004
- Supervised high school based at-risk youth program & trained program mentors
- Maintained grant writing, annual program reporting, and participant tracking with annual follow up
- Evaluated participant compliance with program and requirements to achieve individual mentor goals

EDUCATION

Leadership Salinas Valley Class XXXII Graduate — **January – June 2014**
Rose Garden Memorial Dedication Ceremony - Leadership Project — *May 2014*

California State University Monterey Bay — **Fall 2000- Spring 2008**
Bachelor of Arts - Department of Collaborative Health & Human Services
Dual Major: Public Health & Social Work

County of Monterey

Board Report

Legistar File Number: APP 25-186

Item No.5

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

January 06, 2026

Introduced: 12/3/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Roger Miller to the Commission on Disabilities as a City of Pacific Grove Representative with a term end date of December 31, 2028. (Nominated by Nick Smith - Mayor of Pacific Grove)

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: Ruby Jacinto, CRO Administrative Secreta

RE: Notification to Clerk of Appointment

Board of Supervisors Meeting Date: 01/06/2026

Appointment to the Commission on Disabilities

Nominated Appointee: Roger Miller

Nominated by: Bill Peake - Mayor of Pacific Grove

Representing: City of Pacific Grove

Reason for Nomination:

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

Term:

Start Date: 01/06/2026 Term End Date: 12/31/2028

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
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cob@countyofmonterey.gov

Commission on Disabilities Application

Roger Miller

District: 0
Initialed Application: Yes

Applicant

First Name: **Roger**
Middle Initial:
Last Name: **Miller**

Employment

Occupation: **Project Manager / CASp**
Job Title: **Managing Member**
Employer: **Eagle Project Management LLC**

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?

No

Has served on an advisory group before?

No

Please tell us about yourself and why you want serve:

I've been a Certified Access Specialist (CASp) assisting clients with field assessment and litigation support since 2012

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

As an independent consultant providing construction management & CASp services I can provide a practical perspective to the issues many businesses and public agencies in applying the required accessibility regulations

How did you hear about the position?:

Bill Peake - Mayor of Pacific Grove

Please identify any specialized accommodations needed for equal participation:

None

Roger Miller – Certified Access Specialist (CASp 417)

Mr. Miller has a proven background as a Certified Access Specialist (CASp), receiving his initial certification in April of 2012 after completing numerous projects that addressed accessibility issues in the field and in design. Mr. Miller provides accessibility consulting and inspection services for private (Title III) entities and public (Title II) entities. His extensive experience with scoping requirements identifying the appropriate accessibility regulations that apply to individual facilities and projects. Reviewing design documents, performing site inspections, developing CASp inspection reports and providing general consulting services on accessibility issues. Clients include Schools and Universities, Hotels, Convention Centers, Hospitals and Healthcare Facilities, Shopping Centers, etc. Mr. Miller is currently working with a number of attorneys assisting with the defense of Accessibility related litigation, defendants that Mr. Miller has assisted include public agencies (Title II) and public accommodations (Title III).

He has extensive experience as a project manager and construction manager on private and public agency projects, including those for privately owned hotels, public school districts, and a variety of cities and public agencies. He has provided project management consulting services on a wide spectrum of architectural and engineering construction projects for more than 48 years. His experience includes project management, logistical coordination, resource planning and scheduling, providing cost analysis and budget management, as well as conducting site supervision during the construction phase to keep the project on schedule and within budget. In recent prior positions, Mr. Miller acted as a Capital Project Manager for the County of Monterey, planning and managing the execution of commercial projects for the County. Roger Miller was employed by Integrated Construction Management (ICM) from 2004-2013. Since 2013 Mr. Miller has managed and operated Eagle Project Management LLC providing a range of services to clients throughout the County of Monterey.

Mr. Miller has a thorough knowledge of the Project Management processes and best practices and has successfully managed public and private sector projects with aggressive schedules and tight budget restrictions, consistently exceeding client expectations. He has a thorough understanding of California Building Codes and the Public Contract Code. Mr. Miller has extensive experience with Standard Bidding and Contract Management processes for public and private entities. He is proficient with software applications such as Microsoft Office, Microsoft Project, and Primavera, as well as CAD programs and integrated project management programs. Mr. Miller has developed a proprietary project management database that facilitates tracking and management of multiple projects, delivering customized reports that are tailored to meet the unique needs of each project.

During the period from 1974 to 2000, Mr. Miller provided technical engineering and project management consulting services to various power generation clients, gaining valuable hands-on field experience with the construction and start-up of medium and low voltage electrical systems.

EDUCATION & CERTIFICATIONS

- Bachelor of Science, Electrical Engineering, Lehigh University, 1974
- Certified Access Specialist #417, expires 4/9/2024 (since 2012)
- Licensed Private Pilot
- Rotary Member – Monterey Club
- Member International Code Council, Monterey Bay Chapter

RELEVANT ACCESSIBILITY CONSULTING EXPERIENCE

- Salinas City Elementary Schools
- University of California Santa Cruz
- California State University Monterey Bay
- California Rodeo Association
- Monterey Bay Aquarium
- Prunedale Shopping Center
- Santa Cruz Nutritionals
- City of Monterey
- Big Sur Coast Gallery
- Crestwood Behavioral Health

RELEVANT CONSTRUCTION MANAGEMENT EXPERIENCE

- Construction Manager Monterey Salinas Transit South County Operations & Maintenance Facility Project, King City, CA
- Construction Manager Remodeling and Additions at Santa Cruz County Animal Shelter Phase 1. Santa Cruz, CA
- Construction Manager Asilomar Facility in Pacific Grove, CA 93950
- Construction Manager Del Dono Court ground-up mixed-use condominium and retail project
- Construction Manager Tanglewood Condominium Balcony Replacement Project
- Construction Manager Pump Station No. 13 Valve Replacement and Upgrades
- Project Manager / Construction Manager Monterey Bay Air Resources District 3rd Floor Remodel
- Construction Manager Salinas City Elementary School Window Replacement Construction Manager Monterey Hotel Project, Monterey, CA
- Truck Hauling Facility, Monterey Regional Waste Management District, Marina, CA
- Quail Lodge Remodel, Hotel remodel at 8205 Valley Greens Drive, Carmel, CA
- Program Manager Monterey Bay Charter School, Pacific Grove, CA
- Srsen Condo remodel, Monterey, CA
- Hayashi & Wayland Remodel, Carmel, CA
- West Valley Properties Accessibility Implementation, various CA locations
- Salinas Valley Memorial Healthcare System, Medical Building at 355 Abbott Street Project, Salinas, CA
- Plantronics Reconstruction Project, City, CA
- Del Monte Center Renovations, Monterey CA
- Salinas Valley Memorial Healthcare System, Medical Building at 611 Abbott Street Project, Salinas, CA
- Carmel Unified School District, Carmel, CA
- North Monterey County Unified School District Modernizations, Castroville, CA
- Salinas City Elementary School District Modernization, Salinas, CA
- Castroville Elementary School Modernization, Castroville, CA
- Primecare, Medical Facility at 355 Abbott Street, Salinas, CA
- Courthouse Tenant Improvement, County of Monterey, Salinas, CA

POWER INDUSTRY EXPERIENCE:

DUKE ENGINEERING SERVICES (1999-2000)

2000-2001: **ASSISTANT PROJECT MANAGER**, **SCE&G – V. C. Summer Nuclear Power Plant**

BCP TECHNICAL SERVICES (1999-2000)

1999-2000: **PROJECT MANAGER**, **-** Engineering Services

PARSONS POWER (formerly GILBERT/COMMONWEALTH INC.) (1992-1999)

1998-1999: **PROJECT MANAGER**, **-** D. C. Cook Nuclear Power Plant

1998-1999: **PROJECT MANAGER**, **Configuration Management Program Development -** Novovoronezh Nuclear Power Plant

1997-1999: **TASK MANAGER**, **Nonconformance Notice Document Self-Assessment -** V. C. Summer Nuclear Station

1996: **PROJECT SUPERVISOR. FSAR Assessment/Action Closeout Team** - V.C. Summer Station.

1994-1995: **PROJECT MANAGER**, **Maintenance Rule Implementation** - V.C. Summer Station.

1993: **PROJECT LEADER, Station Blackout** - Salem & Hope Creek Nuclear Stations.

1992-1993: **PROJECT LEADER, Litigation Project** -Department of Justice.

NUTECH Engineers (1991-1992)

1991-1992: **MANAGER MID-ATLANTIC SATELLITE OFFICE**

ABB IMPELL CORPORATION (1985-1991)

1990-1991: **PROJECT MANAGER, Engineering Backlog Reduction** - Beaver Valley Station.

1989-1990: **MANAGER - VALVE SERVICES, MAINTENANCE AND MATERIALS MANAGEMENT.**

1987-1988: **PROJECT ENGINEER, Engineering Support** - Palisades Nuclear Power Plant.

1987: **PROJECT SUPERVISOR, Procedure Upgrade Project** - Clinton Power Station.

1987: **LEAD SYSTEM COMPLETIONS ENGINEER,** Lake Hubbard Power Plant.

1985-1987: **SYSTEM START-UP ENGINEER -** Comanche Peak Steam Electric Station.

CATARACT, INCORPORATED (1984-1985)

1984-1985: **GROUP MANAGER, Electrical Test Section** - Perry Nuclear Power Plant.

MULTI-AMP TESTING SERVICES CORPORATION (1980-1984)

1980-1984: **SYSTEM START-UP ENGINEER** - Callaway Nuclear Power Plant.

GILBERT ASSOCIATES (1974-1980)

1979-1980: **SYSTEM START-UP ENGINEER -** Indian River Unit #4.

1976-1979: **ELECTRICAL CONSTRUCTION SUPERINTENDENT -** Indian River Unit #4.

1974-1976: **ELECTRICAL ENGINEER.**

Typical CASp Services

- **Accessibility Scoping and Technical Consulting**
  - Provide Recommendations on Accessibility Scoping
  - Review Technical Issues and Provide Recommended Solutions
  - ADA Code / Regulation review and solutions
- **Certified CASp Inspections**
  - CASp Compliance Pending Reports, Certificates and Window Decals.
  - CASp Implementation Plan Development Support.
  - CASp Certified Compliance Reports, Certificates and Window Decals.
  - On Site Consultation Pre-CASp Walk Through Of Building and Facilities.
- **Tenants**
  - Lease Space Pre-Lease CASp Inspections and Evaluations.
  - Evaluation of Landlord Accessibility (e.g. parking and path of travel).
- **Realtors, Attorneys and Property Buyers**
  - Pre-Purchase Inspections and Evaluations.
  - Implementation Scope and Cost Assessment
  - Lease disclosures (Ref. SB 1186)
- **New Facilities and Tenant Improvements**

Multi-Family Residential	Business Parks	Restaurants	Police Stations
Mixed-Use Buildings	State Govt Facilities	Shopping Centers	Justice Facilities
Commercial Offices	Courthouses	Gas Stations	Museums
Industrial Buildings	Fire Stations	Motels	Libraries
Manufacturing Facilities	Retail Stores	Recreational Facilities	

  - Preliminary Construction Accessibility Scope Review.
  - Project Plan Review and Design Support.
  - In-Process Inspections and Reviews
  - Post Construction Inspections, Reports, Certificates and Window Decals
  - CASp Compliance Pending Reports, Certificates and Window Decals.
  - CASp Implementation Plan Development Support.
  - CASp Certified Compliance Reports, Certificates and Window Decals
- **State And Federal Facilities And Municipalities**
  - Transition Plan Development Support.
  - Site Inspections
- **Architects and Owner Plan Review**
  - Accessibility Peer Reviews
  - Constructability Reviews
  - Plans, Specifications, Signage
  - Code Compliance Evaluations
  - DSA Access Compliance Plan Review
  - Accessibility Master Planning
  - Accessibility Projects Construction Observation
  - Site Inspections and Punch Lists Completion
- **Contractors And Builders CASp Solutions Services**
  - Plan and Specification Review.
  - Pre- Construction CASp Consultation.
  - Site Inspections During Construction, Check Forms, and Measurements.
  - Post-Constructions Inspection CASp Certification.
- **Litigation Support**
  - CASp Inspections, and Scope Evaluation
  - Defense Strategy and Consulting

County of Monterey

Board Report

Legistar File Number: APP 25-188

Item No.6

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

January 06, 2026

Introduced: 12/15/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Anthony Nicola to the San Ardo Water District as a Primary Representative to fill an unexpired term ending on January 23, 2026. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, January 6, 2026

Appointment to the San Ardo Water District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Anthony Nicola**

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment:

Replacing Member:

☐ Reappointment

☒ Filling an Unscheduled/Unexpired Term

Replacing Member: David Moore

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

Clerk noticed of Unscheduled/Unexpired Term on: 7/29/2024

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

Term:

Start Date: **1/6/2026** Expiration Date: **1/23/2026**

Anthony Nicola

Anthony Nicola Inc., Nicola Construction Lic # 1131840

[redacted]

To whom it may concern,

I am interested in joining the Board of the San Ardo Water District. For the past 10 years I have been developing real estate in Monterey, Santa Cruz and San Benito County. I am keenly adept at navigating local municipalities to obtain high level entitlements while leveraging the latest State and Federal laws. I believe my skillset can be heavily utilized in bringing the San Ardo Water District back on track.

Thank you

Anthony

A brief bio:

For the last 10 years I have been developing properties around Monterey, San Benito and Santa Cruz Counties. This involves working heavily with local municipalities and agencies to obtain specific and challenging entitlements and permits. I also consult for others to assist in navigating the development process. Most notably I entitled a 35 unit H2-A property in Pajaro utilizing some of the latest additions to the Housing Accountability Act. I have entitled, permitted and constructed approximately 13 custom homes and am also a license general contractor.

I am interested in joining the water board to help them better serve the community.

Thank you

County of Monterey

Board Report

Legistar File Number: APP 26-001

Item No.7

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

January 06, 2026

Introduced: 12/17/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Marcel R. Martens to Greenfield Memorial District as a Primary Representative with a term expiration date on November 30,2030. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, January 6, 2026

Appointment to the Greenfield Memorial District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Marcel R. Martens**

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☒ New Appointment: Marcel R. Martens

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: **1/6/2026** Expiration Date: **11/30/2030**

Marcel R Martens
[redacted]

Letter of Interest

I am pleased to have been recommended to serve on the Greenfield Memorial District Board and to have received the support of the current Board members.

I feel I can be a positive force for the Board for the follow:

1. I have a passion to upgrade and maintain Greenfield's American Legion Post 635, and I will bring that same motivation and passion with me to do same for Greenfield Memorial Hall on the Board.
2. To be the best Steward for this Hall by maintaining proper procedures for Hall gifting, and rentals, and maintain the highest standard of ethics for all Board members. To facilitate the best

maintenance and upkeep for the Hall and to always maintain the proper procedures for Hall.

3. To help promote and support veteran and community activities at the Hall in the spirit it was build for the community of Greenfield and the surround area.

I look forward to your attention to my appointment as soon as possible.

Marcel R Martens
[redacted]

Resume

August 2021 thru August 2025

Retired

April 2008 thru August 2021

House man/Caretaker

U.S. Armed Services

U.S. Air Force

Please feel free to contact me anytime durning normal hours for additional information if needed.

County of Monterey

Board Report

Legistar File Number: APP 26-002

Item No.8

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

January 06, 2026

Introduced: 12/17/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Reappoint Alicia M. Blanco to Gonzales Cemetery District as a Primary Representative with a term expiration date on April 14, 2030. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, January 6, 2026

Appointment to the Gonzales Cemetery District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Alicia M. Blanco**

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment:

Replacing Member:

☒ Reappointment

☐ Filling an Unscheduled/Unexpired Term

Replacing Member: Rosann Pisoni

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: **1/6/2026** Expiration Date: **4/14/2030**

ALICIA M. BLANCO

[redacted]

[redacted]

ABOUT

Business Professional

An industry professional with experience in all aspects of sales, database management, accounting, marketing, graphic design, and consumer relationship management. Adept at working with multiple business sectors and industries.

Excellent leadership, communication, analytical, computer, organizational and collaboration skills. Team player, multitasker with social media experience.

SKILLS

PROJECT MANAGEMENT
ONSITE PERSONNEL
TRAINING, COPY EDITOR
CONSUMER AFFAIRS,
CONSUMER PACKAGED GOODS
FDA/CFIA REGULATORY COMPLIANCE
CATEGORY MANAGEMENT
UPC/PLU/GTIN MANAGEMENT
NEW PRODUCT DEVELOPMENT
RECIPE DEVELOPMENT
WEB SITE – WORD PRESS

REPORTING (Faceforward, Famous)
PURCHASING/NEGOTIATION SKILLS
SUSTAINABILITY (CPG)
SOFTWARE *Adobe Creative Suite*
(Photoshop, Illustrator, InDesign,Acrobat)
Google Suite (Sheets, Docs, Slides, Meet, Drive) **Microsoft** (OneNote, Word, PowerPoint, Excel, Publisher) **OTHER** (Genesis/ESHA, BarTender, Dropbox, Bar Code Pro

EDUCATION

B.A., Marketing,

University of Phoenix, San Jose, CA

A.A., Business Administration,

Heald Business College, Salinas, CA
Other: Graduate Leadership Salinas Valley, MAC Design Workshops, Stanford Design Workshops

EXPERIENCE

02/2025– current
Alisal Union School District, Salinas, CA
Community School Coordinator

10/2020 – 2/2025
Brighter Bites, Salinas, CA
Sr. Program Manager

1/2018 –1/2020
Ippolito International, Salinas, CA
International Marketing Director

2009 – 2018
Misionero Vegetables, Gonzales, CA
Sr. Marketing Manager

1994 – 2008

Mann Packing Salinas, CA *New Product Development Director of Communications Graphics Marketing Manager Marketing Communications Supervisor*

2000 - 2025

St. Theodore Catholic Parish *Catechist, Retreat Team Leader, Fundraising Chair*
Gonzales Cemetery District
Board member
Diocese of Monterey
Cursillo in Christianity, Precursillo chair

ALICIA M. BLANCO
[redacted]
[redacted]

February 13, 2025

Supervisor Chris Lopez, District 3
Monterey County Office
599 El Camino Real
Greenfield, CA 93927

Subject: Letter of Interest – Gonzales Cemetery District Board Member Position

Dear Supervisor Lopez and Selection Committee,

I am writing to express my sincere interest in serving as a Board Member for the Gonzales Cemetery District. As a resident of Gonzales for over 50 years, I have a deep commitment to the well-being and preservation of our community.

Throughout the years, I have actively contributed to local organizations and initiatives. I have volunteered at St. Theodore's Catholic Church as a catechist, youth retreat team leader, fundraising committee chair, and parish council representative. Additionally, I have supported various community leaders and nonprofit organizations with marketing, public relations, and website development efforts to strengthen outreach and engagement.

I believe my long-standing community involvement, leadership experience, and dedication to service would allow me to make a positive and meaningful contribution to the Gonzales Cemetery District Board. I would be honored to collaborate with other members to ensure the respectful care and management of this important community institution.

Thank you for considering my application. Please feel free to contact me at your convenience if you have any questions or require additional information.

Sincerely,

Alicia M. Blanco

County of Monterey

Board Report

Legistar File Number: APP 26-003

Item No.9

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

January 06, 2026

Introduced: 12/17/2025
Version: 1

Current Status: Appointment
Matter Type: Appointment

Appoint Paul Guzman to Gonzales Cemetery District as a Primary Representative to fill an unexpired term ending on April 14, 2027. (District Specific - District 3, Supervisor Lopez)

COUNTY OF MONTEREY

CLERK OF THE BOARD OF SUPERVISORS

To: Clerk of the Board's Office

From: Karina Pelayo, Supervisor Chris Lopez' Office

RE: Notification to Clerk of Appointment

Board of Supervisors' Meeting Date: Tuesday, January 6, 2026

Appointment to the Gonzales Cemetery District

Nominated by **Supervisor Chris Lopez**

Representing Primary

Nominated Appointee:

Name: **Paul Guzman**

Address: [redacted]

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

Email: [redacted]

Contact preference: ☐ USPS Mail or via Email ☒

Reason for Nomination:

☐ New Appointment:

Replacing Member:

☐ Reappointment

☒ Filling an Unscheduled/Unexpired Term

Replacing Member: Rosann Pisoni

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

Clerk noticed of Unscheduled/Unexpired Term on: 8/26/2025

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

Term:

Start Date: **1/6/2026** Expiration Date: **4/14/2027**

Letter of Interest

September 15, 2025

Gonzales Cemetery Board of Directors

Gonzales Cemetery District

1000 South Alta Street

Gonzales, CA, USA 93926

Dear Members of the Board,

I am writing to express my sincere interest in being considered for a position on the Cemetery Board of Directors. With a deep appreciation for our community's history and a strong commitment to public service, I believe I would be an asset to your board and to the continued stewardship of our cemetery.

My background includes extensive experience in community engagement, organizational leadership, and project management. I have served on several volunteer boards and committees, where I contributed to strategic planning, fundraising initiatives, and the preservation of local heritage sites. I am passionate about ensuring our cemetery remains a place of reverence, historical significance, and community connection.

I am particularly interested in opportunities to enhance the maintenance of the grounds, improve accessibility, and foster community involvement through outreach and educational programs. I am confident that my skills in collaboration, communication, and problem-solving will enable me to make meaningful contributions to the board's important work.

Thank you and I would welcome the opportunity to discuss my qualifications further and to learn more about the board's current priorities and goals. Please feel free to contact me at 831-261-6340 or pguzmansr@gmail.com to arrange a convenient time for an interview.

I look forward to the possibility of serving our community in this capacity.

Sincerely,

Mr. Paul Guzman

[redacted]

[redacted]

PAUL GUZMAN

[redacted] [redacted] [redacted]

PROFESSIONAL SUMMARY

Dedicated law enforcement professional with over 30 years of experience in policing, supervision, state judiciary enforcement, and transportation regulation. Proven leadership as a Police Sergeant with a strong background in public safety, criminal investigation, training, and crisis response. Demonstrated commitment to duty through service in the U.S. Coast Guard, Coast Guard Reserve, U.S. Army, and California Army National Guard. Skilled in field training, incident command, terrorism liaison duties, and community-oriented policing.

PROFESSIONAL EXPERIENCE

California Police Sergeant I
June 2006 – September 2012
California Police Officer
June 2000 – June 2006
Arizona State Judiciary Officer
September 1996 – June 2000
Arizona Transportation Specialist
June 1995 – September 1996
Arizona Transportation Specialist Trainee
December 1994 – June 1995
California Police Officer
July 1982 – November 1994

PROFESSIONAL CERTIFICATIONS & COURSES

- California POST Supervisor Course – Graduate
- California POST Field Training Officer (FTO) Course – Graduate
- FEMA Basic Training – Graduate
- State of California Terrorism Liaison Officer Course – Graduate

MILITARY SERVICE

United States Coast Guard & U.S. Coast Guard Reserve
United States Army / California Army National Guard
July 1979 – July 1985

- Served in multiple branches, demonstrating discipline, adaptability, and mission readiness.
- Completed active and reserve duty assignments in maritime and land-based defense operations.

REFERENCES

Available upon request.

EDUCATION

High School Diploma
Gonzales High School, Gonzales, CA | 1980

Junior College Coursework (1.5 Years Completed)
Various California Junior Colleges

Robert Presley Institute of Criminal Investigation Graduate
San Jose State University

CORE SKILLS

- Law Enforcement Leadership
- Criminal Investigations
- Field Training & Mentorship
- Courtroom Security & Procedures
- Crisis & Incident Management
- Transportation & Regulatory Enforcement
- Military Discipline & Team Coordination
- Community Relations & Public Safety

County of Monterey

Board Report

Legistar File Number: OBM 25-185

Item No.10

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

January 06, 2026

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

See Supplemental Sheet

County of Monterey

Board Report

Legistar File Number: OBM 25-186

Item No.11

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

January 06, 2026

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

General Public Comments

Introduced: 12/19/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Consider the recommendations from the Standing Committee Appointment Process Ad Hoc related to the rotation process and provide direction to staff, as needed.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Consider the recommendations from the Standing Committee Appointment Process Ad Hoc related to the rotation process.
b. Provide direction to staff.

SUMMARY/DISCUSSION:
In January 2022, the Board of Supervisors established an Appointments Policy Ad Hoc Committee to evaluate options for appointments to Board Standing Committees. In March 2022, the Board adopted policy language establishing a Standing Committee appointment rotation schedule, with three-year terms assigned sequentially by supervisorial district. The approved rotation schedule was implemented in January 2023 following Board ratification.

In January 2025, the Board reconstituted the Non-County Entities Appointment's Procedure Ad Hoc as the Standing Committee Appointment Process Ad Hoc to review the Standing Committee appointment process and consider options for a more randomized rotation schedule. Supervisors from Districts 2 and 5 were appointed to serve on the new Ad Hoc Committee.

Approval of the recommended actions will enable review of the Ad Hoc Committee's recommendations for a revised Standing Committee appointment rotation schedule. A summary of the rotation process and the proposed modifications is provided below.

Rotation Process
Under the current policy framework:

- Supervisors are appointed to Standing Committees in three-year terms.
- The initial term is staggered to ensure that not all committees begin with District 1, thereby maintaining continuity as Supervisors rotate on and off committees at different intervals.
- Flexibility in assignment - A Supervisor, at the start of a term, in the rotation sequence may delegate or assign their committee seat to another Supervisor, subject to Board approval, without resetting the overall rotation sequence.

- The Board ratifies Standing Committee appointments at the beginning of each calendar year.

Proposed Rotation Process

The Ad Hoc Committee recommended the following modifications to the Standing Committee appointment rotation:

- Supervisors would serve on committees for two-year terms over a ten-year rotation schedule.
- The rotation schedule would be structured into three appointment categories:
    - Rotating Appointments - both committee seats rotate among districts. Under this model, each supervisorial district would receive equal representation across the eight rotating committees over the ten-year rotation schedule
    - Fixed/Rotating Appointments - one fixed seat and one rotating seat assigned sequentially by supervisorial district. The rotating seat would continue to follow the existing sequential rotation schedule, while the fixed seat would remain unchanged
    - Fixed Appointments - standing appointments with no rotation.
- Existing flexibility in assignments would remain in place

The proposed rotation schedule is included as Attachment A to this report. The recommended actions seek Board consideration of the Ad Hoc Committee's recommendations and direction to staff, as needed. If approved, the proposed rotation schedule would return for Board ratification as part of the future 2026 Board Assignments item.

OTHER AGENCY INVOLVEMENT:

None.

FINANCING:

There are no financial impacts to the General Fund resulting from the Board receiving this report.

Prepared by: Karina Bokanovich, Management Analyst III

Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachment: A: Proposed Rotation Schedule

Introduced: 12/19/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

Consider the recommendations from the Standing Committee Appointment Process Ad Hoc related to the rotation process and provide direction to staff, as needed.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Consider the recommendations from the Standing Committee Appointment Process Ad Hoc related to the rotation process.
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- The Board ratifies Standing Committee appointments at the beginning of each calendar year.

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    - Fixed/Rotating Appointments - one fixed seat and one rotating seat assigned sequentially by supervisorial district. The rotating seat would continue to follow the existing sequential rotation schedule, while the fixed seat would remain unchanged
    - Fixed Appointments - standing appointments with no rotation.
- Existing flexibility in assignments would remain in place

The proposed rotation schedule is included as Attachment A to this report. The recommended actions seek Board consideration of the Ad Hoc Committee's recommendations and direction to staff, as needed. If approved, the proposed rotation schedule would return for Board ratification as part of the future 2026 Board Assignments item.

OTHER AGENCY INVOLVEMENT:
None.

FINANCING:
There are no financial impacts to the General Fund resulting from the Board receiving this report.

Prepared by: Karina Bokanovich, Management Analyst III
Approved by: Nicholas E. Chiulos, Chief Assistant County Administrative Officer

Attachment: A: Proposed Rotation Schedule

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
	Committee:	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B	District Supervisor A	District Supervisor B
Rotating Appointments	Alternative Energy and Environment	4	5	3	4	2	5	1	2	1	3
	Budget Committee	1	2	1	5	3	4	2	4	3	5
	Capital Improvement Committee	1	3	2	4	3	5	1	4	2	5
	Economic Development	1	4	3	5	1	3	2	5	2	4
	Equal Opportunity	2	3	2	5	1	4	1	3	4	5
	Health, Housing, Homelessness & Human Services	2	5	1	4	1	5	3	4	2	3
	Human Resources	3	4	1	2	2	3	4	5	1	5
	Legislative	1	5	2	3	2	4	3	5	1	4

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
	Committee:	Fixed	Rotating	Fixed	Rotating	Fixed	Rotating	Fixed	Rotating	Fixed	Rotating
Fixed/Rotating Appointments	Cannabis Committee[1]	3	1	3	2	3	4	3	5	3	1
	Monterey Urban County Standing Committee[2]	4	5	3	1	4	2	3	5	4	1

		2026 & 2027		2028 & 2029		2030 & 2031		2032 & 2033		2034 & 2035	
	Committee:	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed	Fixed
Fixed Appointments	Water Resources Agency Joint Boards Leadership Committee	2	3	2	3	2	3	2	3	2	3

	2026 & 2027	2028 & 2029	2030 & 2031	2032 & 2033	2034 & 2035
District 1	5	4	3	3	5
District 2	4	6	5	4	4
District 3	5	6	6	6	5
District 4	4	3	5	4	4
District 5	4	3	3	5	4

Does not factor in Measure AA

County of Monterey

Board Report

Legistar File Number: 25-807

Item No.13

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

January 06, 2026

Introduced: 10/28/2025
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

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

County of Monterey

Board Report

Legistar File Number: 25-807

Item No.

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

January 06, 2026

Introduced: 10/28/2025
Version: 1

Current Status: Agenda Ready
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

Introduced: 12/11/2025
Version: 1

Current Status: Scheduled PM
Matter Type: General Agenda Item

a. Receive a presentation on the Stepping Up Initiative adopted by the Board of Supervisors on April 30, 2019, per Resolution No. 19-124, to reduce the number of people with mental illnesses in our county jail; and
b. Provide direction as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a presentation on the Stepping Up Initiative adopted by the Board of Supervisors on April 30, 2019, per Resolution No. 19-124, to reduce the number of people with mental illnesses in our county jail; and
b. Provide direction as appropriate.

SUMMARY/DISCUSSION:
The Stepping Up Initiative is a national effort launched in May 2015 by the National Association of Counties (NACo), the Council of State Governments (CSG) Justice Center, and the American Psychiatric Association Foundation (APAF). Its goal is to reduce the number of people with mental health and substance use disorders in jails by helping counties develop data-driven, locally tailored strategies to address the intersection of behavioral health and the criminal justice system. In particular, Stepping Up calls for efforts to achieve four broad goals for the target population:

1) reduce jail bookings;
2) reduce the average length of stay in jail;
3) increase connections to care and treatment; and
4) reduce recidivism.

In April 2019, the Board adopted a resolution proposed by the Monterey County Sheriff's Office (MCSO) to become a Stepping Up county. Monterey County Behavioral Health (MCBH) subsequently contracted with The Council of State Governments (CSG) Justice Center to work with stakeholders in the county to map current policies, processes, and resources for people with behavioral health needs who enter the criminal justice system. This effort was co-led by MCBH, MCSO, and the Monterey County Probation Department (Probation). The Stepping Up Monterey County System Mapping project kicked off in February 2020 however was temporarily delayed due to the Covid pandemic and re-launched in January 2021. Focus groups, interviews and document reviews were conducted to identify opportunities and obstacles at various "process points" in the County's crisis response and criminal justice system.

The Stepping Up Monterey County System Mapping Report (Report) prepared by CSG that resulted from this exercise included a system mapping diagram and a set of recommendations to help local stakeholders scale up their efforts so that more people can be in needed care and housing, rather than cycling through the criminal justice system.

The findings in the report dated June 2021 concluded:
Cross-system coordination is ad-hoc and occurs primarily on a case-by-case basis; individuals often "fall through the cracks" during transitions, such as following emergency room discharge and release from jail.

People with firsthand experience of the criminal justice and behavioral health systems and their families often find current policies, processes, and eligibility criteria difficult to understand and navigate.

Some focus group members expressed concern about whether community-based treatment and supports are available on an equitable basis-in particular, whether people of color are more likely to be taken to secure settings (such as the jail) than White people.

The recommendations in the report dated June 2021 included:
Improve cross-system collaboration and recommended establishing a regular forum for interagency information sharing and development of new initiatives across justice, health, and housing/homelessness services; reinstituting a forum for contracted providers to meet regularly to share information; developing and providing training on mental illness, substance use disorders, and co-occurring disorders for various justice partners; and analyzing data to inform cross-system decision-making.

Reduce jail bookings for people with behavioral health needs and recommended restoring the Mobile Crisis Team; providing additional training to law enforcement on interacting with people who have behavioral health needs; developing recommended pathways that make it easier to get people into treatment instead of jail; increasing capacity of social workers and peer specialists; and expanding non-emergency room options for crisis response and stabilization.

Reduce average length of stay in jail and recommended developing strategies to share mental health information with defense counsel to facilitate earlier identification for potential diversion or other programming; consolidating behavioral health matters in court calendars; and analyzing the current medications and charges for people in custody.

Increase connections to treatment and reduce recidivism and recommended establishing a strategy for proactive community outreach to raise the visibility of and improve access to existing services; increasing available treatment and programming for people with behavioral health needs in custody; developing or formalizing a transition planning process that includes Medi-Cal reactivation and warm hand-offs to treatment and services, potentially with peer navigators; expanding the use of Coordinated Entry by justice partners and local hospitals; expanding the use of peer navigators for care coordination in the community.

In addition to recommendations specific to the four Stepping Up goals, the Stepping Up Project Report identified a need to improve cross-system collaboration and recommended establishment of a

regular forum for interagency information sharing and development of new initiatives across justice, health, and housing/homelessness services. The Stepping Up Steering Committee (Committee) launched in March 2022 with Health, MCBH, MCSO, Probation, District Attorney, Public Defender, and Court representation in attendance. The Committee agreed to meet monthly and met seven times in calendar year 2022. In February 2023, the Committee met and transitioned coordination of the Committee moving forward from under the Health Department's Behavioral Health Bureau to the under the Homeless Services Director and the Homelessness Strategies and Initiatives Division of the CAO's office.

In Spring 2023, the County was awarded a 5-year, $500,000 planning grant from the Department of State Hospitals (DSH) to develop strategies to achieve goals similar to the Stepping Up goals. Specifically, the funds were awarded to facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target:

1. the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness, and
2. the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county.

It should be noted that some of the findings and recommendations in the report resolved themselves as the County came out of the Covid pandemic. Other areas of programming and coordination have been resolved or are currently works in progress given more recent legislative changes at the state level and with the CalAIM Justice Involved Reentry Initiative. In 2023, California became the first state in the nation approved to offer a targeted set of Medicaid services to youth and eligible adults in state prisons, county jails, and youth correctional facilities for up to 90 days prior to release. The Department of Health Care Services (DHCS) implemented a phased approach for the state prison system and county correctional facilities (inclusive of county jails and youth correctional facilities) to go live in several readiness-based cohorts over a two-year period (October 1, 2024 - September 30, 2026). MCBH went live with the Behavioral Health Linkages requirement October 1, 2024. Multiple agencies continue to work collaboratively in the lead up to go-live for our local youth and adult correctional facilities.

OTHER AGENCY INVOLVEMENT:

The Department of State Hospital grant currently supporting the initiative requires the participation, at a minimum, of representatives from the Sheriff's Office, Probation, Behavioral Health, Superior Court, District Attorney's Office and Public Defender's Office. Currently, the Workgroup has a total of 24 members, including representatives from Health and Military & Veterans Affairs in addition to the six departments mentioned and the Homelessness Strategies and Initiatives Division. The DSH grant funding is supporting a Management Analyst position in the Homelessness Strategies and Initiative Division responsible for organizing monthly meetings of the Stepping Up Workgroup, billing and reporting to DSH, and supporting a Strategic Planning process to encourage uptake of CalAIM-enabled services that contribute to achievement of the Stepping Up Initiative goals.

FINANCING:

The sole source of financing for this initiative is the DSH grant currently managed by Homelessness Strategies and Initiatives. There are no impacts on the General Fund.

Mark a check to the related Board of Supervisors Strategic Initiatives

___ Economic Development
___ Administration
_X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Cindy Joerger, Management Analyst II, CAO-HSI Division, ext 5163
Reviewed by: Roxanne Wilson, Director, CAO-HSI Division, ext 5445
Melanie Rhodes, Bureau Chief, Behavioral Health, 831-796-1742
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments: Presentation

Introduced: 12/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Receive a presentation on the Stepping Up Initiative adopted by the Board of Supervisors on April 30, 2019, per Resolution No. 19-124, to reduce the number of people with mental illnesses in our county jail; and
b. Provide direction as appropriate.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Receive a presentation on the Stepping Up Initiative adopted by the Board of Supervisors on April 30, 2019, per Resolution No. 19-124, to reduce the number of people with mental illnesses in our county jail; and
b. Provide direction as appropriate.

SUMMARY/DISCUSSION:
The Stepping Up Initiative is a national effort launched in May 2015 by the National Association of Counties (NACo), the Council of State Governments (CSG) Justice Center, and the American Psychiatric Association Foundation (APAF). Its goal is to reduce the number of people with mental health and substance use disorders in jails by helping counties develop data-driven, locally tailored strategies to address the intersection of behavioral health and the criminal justice system. In particular, Stepping Up calls for efforts to achieve four broad goals for the target population:

1) reduce jail bookings;
2) reduce the average length of stay in jail;
3) increase connections to care and treatment; and
4) reduce recidivism.

In April 2019, the Board adopted a resolution proposed by the Monterey County Sheriff's Office (MCSO) to become a Stepping Up county. Monterey County Behavioral Health (MCBH) subsequently contracted with The Council of State Governments (CSG) Justice Center to work with stakeholders in the county to map current policies, processes, and resources for people with behavioral health needs who enter the criminal justice system. This effort was co-led by MCBH, MCSO, and the Monterey County Probation Department (Probation). The Stepping Up Monterey County System Mapping project kicked off in February 2020 however was temporarily delayed due to the Covid pandemic and re-launched in January 2021. Focus groups, interviews and document reviews were conducted to identify opportunities and obstacles at various "process points" in the County's crisis response and criminal justice system.

The Stepping Up Monterey County System Mapping Report (Report) prepared by CSG that resulted from this exercise included a system mapping diagram and a set of recommendations to help local stakeholders scale up their efforts so that more people can be in needed care and housing, rather than cycling through the criminal justice system.

The findings in the report dated June 2021 concluded:
Cross-system coordination is ad-hoc and occurs primarily on a case-by-case basis; individuals often "fall through the cracks" during transitions, such as following emergency room discharge and release from jail.

People with firsthand experience of the criminal justice and behavioral health systems and their families often find current policies, processes, and eligibility criteria difficult to understand and navigate.

Some focus group members expressed concern about whether community-based treatment and supports are available on an equitable basis-in particular, whether people of color are more likely to be taken to secure settings (such as the jail) than White people.

The recommendations in the report dated June 2021 included:
Improve cross-system collaboration and recommended establishing a regular forum for interagency information sharing and development of new initiatives across justice, health, and housing/homelessness services; reinstituting a forum for contracted providers to meet regularly to share information; developing and providing training on mental illness, substance use disorders, and co-occurring disorders for various justice partners; and analyzing data to inform cross-system decision-making.

Reduce jail bookings for people with behavioral health needs and recommended restoring the Mobile Crisis Team; providing additional training to law enforcement on interacting with people who have behavioral health needs; developing recommended pathways that make it easier to get people into treatment instead of jail; increasing capacity of social workers and peer specialists; and expanding non-emergency room options for crisis response and stabilization.

Reduce average length of stay in jail and recommended developing strategies to share mental health information with defense counsel to facilitate earlier identification for potential diversion or other programming; consolidating behavioral health matters in court calendars; and analyzing the current medications and charges for people in custody.

Increase connections to treatment and reduce recidivism and recommended establishing a strategy for proactive community outreach to raise the visibility of and improve access to existing services; increasing available treatment and programming for people with behavioral health needs in custody; developing or formalizing a transition planning process that includes Medi-Cal reactivation and warm hand-offs to treatment and services, potentially with peer navigators; expanding the use of Coordinated Entry by justice partners and local hospitals; expanding the use of peer navigators for care coordination in the community.

In addition to recommendations specific to the four Stepping Up goals, the Stepping Up Project Report identified a need to improve cross-system collaboration and recommended establishment of a

regular forum for interagency information sharing and development of new initiatives across justice, health, and housing/homelessness services. The Stepping Up Steering Committee (Committee) launched in March 2022 with Health, MCBH, MCSO, Probation, District Attorney, Public Defender, and Court representation in attendance. The Committee agreed to meet monthly and met seven times in calendar year 2022. In February 2023, the Committee met and transitioned coordination of the Committee moving forward from under the Health Department's Behavioral Health Bureau to the under the Homeless Services Director and the Homelessness Strategies and Initiatives Division of the CAO's office.

In Spring 2023, the County was awarded a 5-year, $500,000 planning grant from the Department of State Hospitals (DSH) to develop strategies to achieve goals similar to the Stepping Up goals. Specifically, the funds were awarded to facilitate a collaborative community stakeholder workgroup focused on developing and implementing local solutions that target:

1. the reduction of the number of individuals with serious mental illness arrested and incarcerated for behavior connected to their illness, and
2. the reduction of Felony Incompetent to Stand Trial (FIST) commitments overall within the county.

It should be noted that some of the findings and recommendations in the report resolved themselves as the County came out of the Covid pandemic. Other areas of programming and coordination have been resolved or are currently works in progress given more recent legislative changes at the state level and with the CalAIM Justice Involved Reentry Initiative. In 2023, California became the first state in the nation approved to offer a targeted set of Medicaid services to youth and eligible adults in state prisons, county jails, and youth correctional facilities for up to 90 days prior to release. The Department of Health Care Services (DHCS) implemented a phased approach for the state prison system and county correctional facilities (inclusive of county jails and youth correctional facilities) to go live in several readiness-based cohorts over a two-year period (October 1, 2024 - September 30, 2026). MCBH went live with the Behavioral Health Linkages requirement October 1, 2024. Multiple agencies continue to work collaboratively in the lead up to go-live for our local youth and adult correctional facilities.

OTHER AGENCY INVOLVEMENT:

The Department of State Hospital grant currently supporting the initiative requires the participation, at a minimum, of representatives from the Sheriff's Office, Probation, Behavioral Health, Superior Court, District Attorney's Office and Public Defender's Office. Currently, the Workgroup has a total of 24 members, including representatives from Health and Military & Veterans Affairs in addition to the six departments mentioned and the Homelessness Strategies and Initiatives Division. The DSH grant funding is supporting a Management Analyst position in the Homelessness Strategies and Initiative Division responsible for organizing monthly meetings of the Stepping Up Workgroup, billing and reporting to DSH, and supporting a Strategic Planning process to encourage uptake of CalAIM-enabled services that contribute to achievement of the Stepping Up Initiative goals.

FINANCING:

The sole source of financing for this initiative is the DSH grant currently managed by Homelessness Strategies and Initiatives. There are no impacts on the General Fund.

Mark a check to the related Board of Supervisors Strategic Initiatives

___ Economic Development
___ Administration
_X_ Health & Human Services
___ Infrastructure
___ Public Safety

Prepared by: Cindy Joerger, Management Analyst II, CAO-HSI Division, ext 5163
Reviewed by: Roxanne Wilson, Director, CAO-HSI Division, ext 5445
Melanie Rhodes, Bureau Chief, Behavioral Health, 831-796-1742
Approved by: Deborah Paolinelli, Assistant County Administrative Officer, ext 5309

Attachments: Presentation

1

STEPPING UP

Monterey County

Presented by:
Roxanne V. Wilson, County Homeless Services Director
Melanie Rhodes, LMFT, LPCC, Behavioral Health Bureau Chief
Wil Sims, Probation Division Manager, Adult Division
Charles Da Silva, Director of Programs, Monterey County Sheriff's Office
Michelle C. Wouden, Chief Deputy Public Defender
Matthew L'Heureux, Assistant District Attorney
Lee Berry, Management Analyst, Superior Court
Jack Murphy, Military & Veteran Affairs Officer

2

FACING THE BEHAVIORAL HEALTH CRISIS IN JAILS AND COMMUNITIES WITH REAL SOLUTIONS

STEPPING UP MONTEREY COUNTY

THE STEPPING UP INITIATIVE

THE PROBLEM

- Nationwide, people with serious mental illnesses are admitted to jails approximately 2 million times per year.
- Almost three-quarters of these people also have substance use disorders.
- Once incarcerated, individuals with mental illnesses tend to stay longer in jail.
- Upon release, they are at higher risk of returning to incarceration than people without these illnesses.

THE SOLUTION

The Stepping Up initiative encourages local stakeholders to reduce the prevalence of behavioral health needs in jail by impacting four key outcome measures:

- Reduce bookings;
- Reduce average length of stay;
- Increase connections to care and treatment; and
- Reduce recidivism.

583 COUNTIES ACROSS 45 STATES ARE STEPPING UP

4

… to reduce the number of people with mental illness in our jails…

NOW, THEREFORE, LET IT BE RESOLVED,

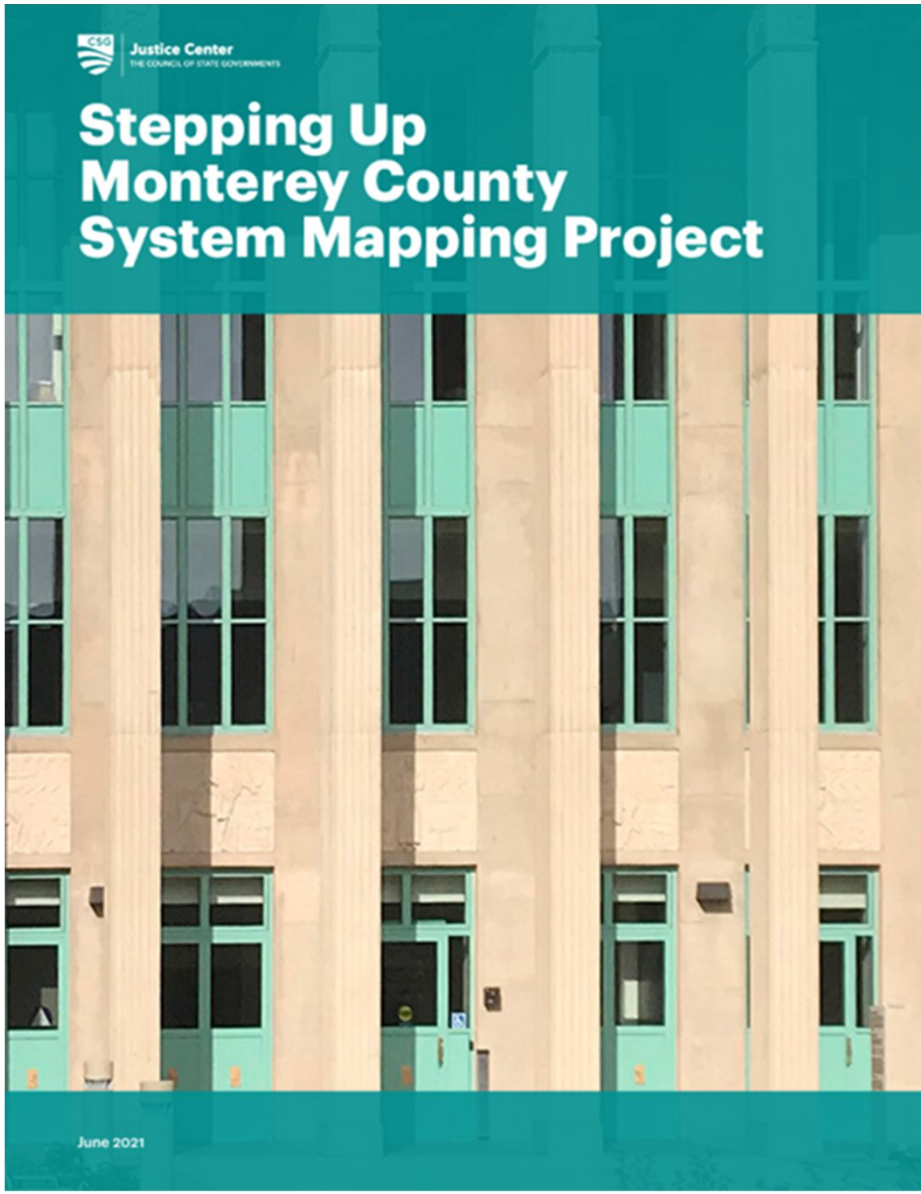
1) Convene or draw on a diverse team of leaders and decision makers from multiple agencies committed to safely reducing the number of people with mental illnesses in jails; and
2) Collect and review prevalence numbers and assess individuals' needs to better identify adults entering jails with mental illnesses and their recidivism risk, and use that baseline information to guide decision making at the system, program, and case levels; and
3) Examine treatment and service capacity to determine which programs and services are available in the county for people with mental illnesses and co-occurring substance use disorders, and identify state and local policy and funding barriers to minimizing contact with the justice system and providing treatment and supports in the community; and
4) Develop a plan with measurable outcomes that draws on the jail assessment and prevalence data and the examination of available treatment and service capacity, while considering identified barriers; and
5) Implement research-based approaches that advance the plan; and
6) Create a process to track progress using data and information systems, and to report on successes.

Adopted by Monterey County's Board of Supervisors April 2019
Resolution No.: 19-124

5

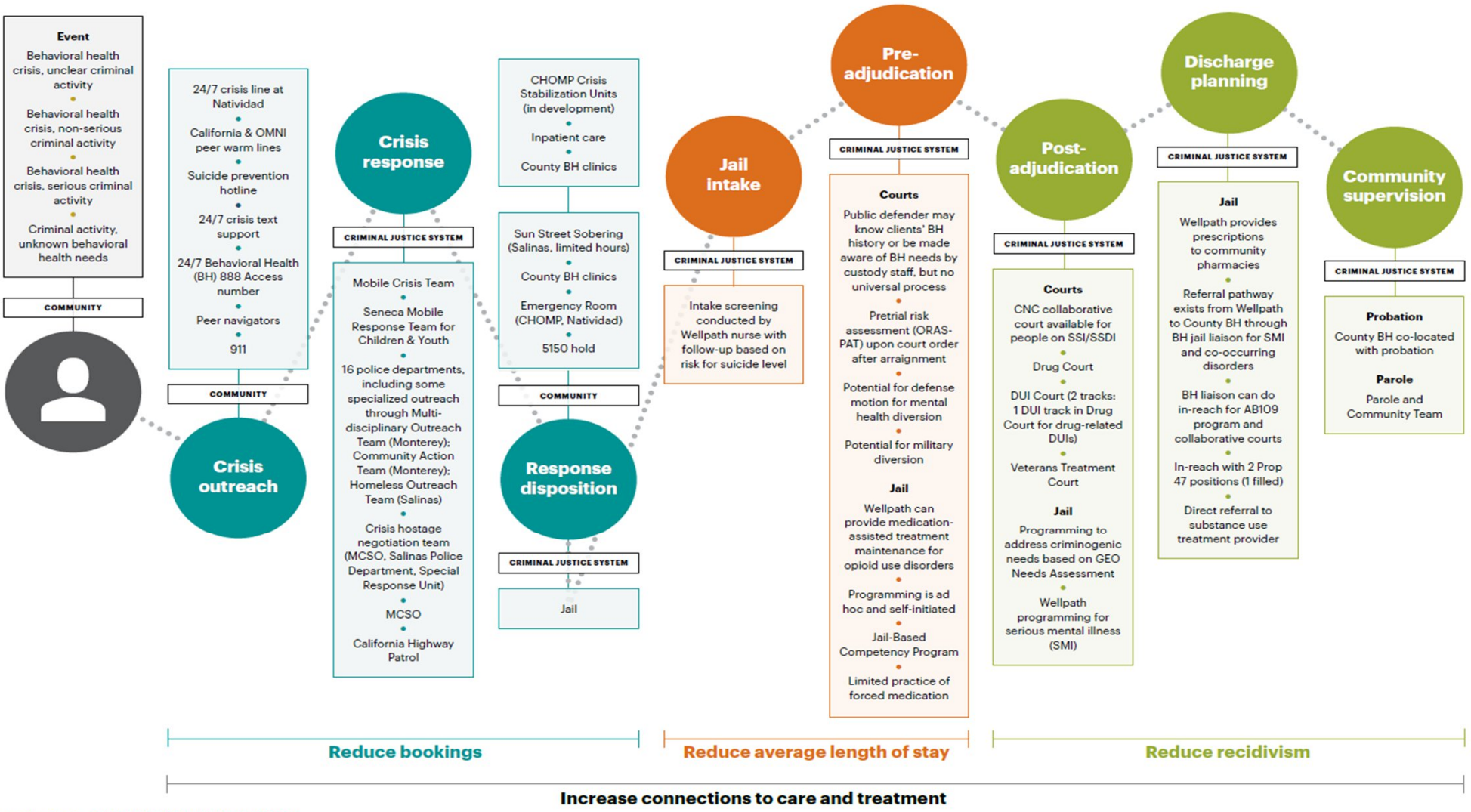
SYSTEM MAPPING PROJECT

- Monterey County Behavioral Health (MCBH) contracted with The Council of State Governments (CSG) Justice Center
- Co-led by MCBH, Monterey County Sheriff's Office (MCSO) and Probation
- Stepping Up Monterey System Mapping project kicked off in February 2020
- Temporarily put on hold due to COVID pandemic
- Project re-launched in January 2021



6

Fig. 2. Monterey County System Map



5 Stepping Up Monterey County System Mapping Project

FINDINGS, JUNE 2021

Cross-system coordination is ad-hoc and occurs primarily on a case-by-case basis; individuals often "fall through the cracks" during transitions, such as following emergency room discharge and release from jail.

People with firsthand experience of the criminal justice and behavioral health systems and their families often find current policies, processes, and eligibility criteria difficult to understand and navigate.

Some focus group members expressed concern about whether community-based treatment and supports are available on an equitable basis—in particular, whether people of color are more likely to be taken to secure settings (such as the jail) than White people.

RECOMMENDATIONS, JUNE 2021

- Improve cross-system collaboration
- Reduce jail bookings for people with behavioral health needs
- Reduce average length of stay in jail
- Increase connections to treatment and reduce recidivism

GOAL 1: IMPROVE CROSS-SYSTEMS COLLABORATION

- **Stepping Up Steering Committee**
  - Launched by Behavioral Health in March 2022
    - Includes representation from Health, MCBH, MCSO, Probation, District Attorney (DA), Public Defender, Superior Court, and Military and Veteran Affairs Office (MVAO)
  - Transitioned to Homelessness Strategies and Initiatives (HSI) Division of CAO office in February 2023 with funding support from the Department of State Hospitals

GOAL 1: IMPROVE CROSS-SYSTEMS COLLABORATION

- **Cal AIM Justice Involved Reentry Initiative**
  - In 2023, California became the first state in the nation approved to offer a targeted set of Medicaid services to youth and eligible adults in state prisons, county jails, and youth correctional facilities for up to 90 days prior to release
  - DHCS implemented a phased approach for the state prison system and county correctional facilities (inclusive of county jails and youth correctional facilities) to go live in several readiness-based cohorts over a two-year period (October 1, 2024 – September 30, 2026)
    - MCBH went live with the Behavioral Health Linkages requirement October 1, 2024
    - MCSO has opened the Reentry Resource Center and is already working with the first cohort of incarcerated persons receiving pre-release services to connect them to health, behavioral health, employment, housing and other services.
  - Support from the JI Initiative spurred an ongoing cooperative process among MCBH, DSS, MCSO, Probation, Natividad and CCAH to

GOAL 2: REDUCE JAIL BOOKINGS

- The Crisis Intervention Team (CIT) Academy, coordinated by MCBH, for law enforcement countywide continues
- Training for Attorneys, Court and other first responder partners and stakeholder partners is routinely provided by MCBH
- MCBH staff participate on Monterey PD's Multi-Disciplinary Outreach Team (MDOT)
- 24/7 Mobile Crisis response countywide, including better integration with 9-1-1 and the 988 Suicide & Crisis Lifeline
- BH Mobile Crisis and Crisis Negotiation Teams available for co-response with LE partners
- CHOMP established Crisis Stabilization Unit (CSU) services for youth and adults on the Peninsula
- MCBH in partnership with Seneca established a Crisis Stabilization Unit (CSU) and Crisis Residential Program for children/youth (ages 6-17)
- Sobering Center, operated by Sun Street Centers, now open 24/7
  - MCSO exploring development of additional sobering center opportunities
- Cite and release for nonviolent misdemeanors / some felony charges

JAIL

- Courts play a role in reducing both bookings and length of time in jail for persons with Serious Mental Illness (SMI) and/or Substance Use Disorder (SUD) through early intervention to settle cases before an individual spends time in jail.
- Court Programs include:
  - Collaborative Court Programs (Mental Health, Drug, DUI, and Veterans Treatment Court, Military Diversion)
  - Mental Health and Incompetent to Stand Trial (IST) Diversion
  - 11395 (new prop 36)
- For SMI / SUD persons who are incarcerated, a jail-based milestone program allows participants to earn up to 6 weeks time off their sentences

GOAL 3: REDUCE AVERAGE LENGTH OF STAY IN JAIL

- More individuals are being released on Personal Recognizance bonds; expedited access to diversion and specialty courts
- Pretrial Release & Supervision
  - Provides structured community monitoring as an alternative to custody.
  - As appropriate, connects clients to community-based services such as housing, treatment, and social services prior to case resolution.
  - Utilizes violation severity matrix and the graduated sanction responses in a proportional and least restrictive manner to avoid incarceration
  - Emphasizes rehabilitation over punitive sanctions.
  - Strengthens trauma-informed first approaches in supervision practices.

GOAL 4: INCREASE CONNECTIONS TO TREATMENT AND REDUCE RECIDIVISM

- Probation applies Risk-Need-Responsivity principles to supervision plans. In many instances, alternative sanctions may be issued instead of a return to jail order
- Probation runs the Home Confinement Program which keeps people out of jail and allows them to receive supportive services.
- Probation participates in JI Initiative coordinated reentry planning:
  - integrates health, employment, and housing in case planning.
  - ensures warm handoffs from custody to community services, reducing recidivism.

GOAL 4: INCREASE CONNECTIONS TO TREATMENT AND REDUCE RECIDIVISM

- Law enforcement uses tools at its disposal to reduce bookings and re-bookings into jail, such as the cite and release program, the early intervention court and the work alternative program
- Routine screening and assessment to identify persons with SMI and/or SUD occurs in the correctional facilities (youth and adult CFs)
- Medication-assisted treat program (MAT) offered in the jail (suboxone medication for opioid withdrawal plus counseling and other therapeutic interventions and classes)
- The County Jail refers Incarcerated Persons in need of specialty mental health services and, on a case-by-case basis, individuals who have been in the MAT program while incarcerated to MCBH
- Jail Reentry/Resource Center: Went 'live' October 1, 2025)
  - Enhanced Care Management (ECM) and Community Supports (CS) will be provided for both in and out-of-custody individuals as part of the CalAIM Justice Involved Reentry Initiative
  - Collaboration between MCBH, Probation and MCSO to facilitate "warm hand-off" to behavioral health services post-release
  - Resource Center serves as a 'one-stop shop' for connection to health, housing, and social services for individuals pending release as well as formerly incarcerated individuals

GOAL 4: INCREASE CONNECTIONS TO TREATMENT AND REDUCE RECIDIVISM

- Courts can mandate treatment for individuals with SMI through Collaborative Court resources such as Behavioral Health, Dept. of Veterans Affairs, Sun Street, and other community partners
- MVAO actively participates in Veterans Treatment Court and responds to referrals from MCSO, District Attorney, Public Defender, and Probation to connect veterans to healthcare and benefits
- Wellness Navigators embedded in MCBH clinics and SUD navigators in hospitals
- Prop 47 grants
  - MCBH for Cohorts I-III
  - Public Defender for Cohort IV

STEPPING UP

Monterey County

Presented by:
Roxanne V. Wilson, County Homeless Services Director
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Lee Berry, Management Analyst, Superior Court
Jack Murphy, Military & Veteran Affairs Officer

Introduced: 12/19/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Conduct a workshop to consider possible amendments to the Monterey County Code ("MCC") Title 20 (Coastal Zoning Ordinance), Title 21 (Inland Zoning Ordinance) and Title 7 (Business Tax, Licenses and Regulations) to regulate the vacation (or short-term) rental of residential property; and
b. Provide direction to staff.
Project Title: REF250042 (Coastal) and REF250043 (Inland) Vacation Rental Ordinance Amendments
Proposed Location: Countywide
Proposed California Environmental Quality Act (CEQA) action: Find this workshop statutorily exemption pursuant to Section 15262 of the California Environmental Quality Act ("CEQA") Guidelines.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Conduct a workshop to consider possible amendments to the Monterey County Code ("MCC") Title 20 (Coastal Zoning Ordinance), Title 21 (Inland Zoning Ordinance) and Title 7 (Business Tax, Licenses and Regulations) to regulate the vacation (or short-term) rental of residential property; and
b. Provide direction to staff.

SUMMARY/DISCUSSION:
The County adopted regulations for the vacation rental of residential property that became operative in the inland areas on October 14, 2024 and in coastal areas on October 24, 2025. On December 12, 2025, due to a lawsuit challenging the County's vacation rental ordinances, including homestays (*Monterey County Vacation Rental Alliance v. County of Monterey,* Monterey County Superior Court Case No. 24CV004922), the County has suspended from permit/license consideration and enforcement, without prejudice, two provisions being challenged and generally related to ownership provisions. This pause will stay in place until such time as the court finishes its analysis and makes an official ruling. Additional information is available at <https://comry.us/VacationRentals>.

Given the action taken, staff will present options to the Board to consider at its January 6, 2026 meeting regarding possible amendments to the Monterey County Code ("MCC") Title 20 (Coastal Zoning Ordinance), Title 21 (Inland Zoning Ordinance) and Title 7 (Business Tax, Licenses and Regulations) to regulate the vacation rental of residential property, including homestays. Based on Board direction at the meeting, staff anticipates bringing forward ordinances amending the MCC as appropriate for Monterey County Planning Commission consideration of a recommendation on January 28, 2026 or February 11, 2026. Staff could then return to the Board for consideration of ordinances in February or March 2026. Any potential amendments to Title 20 (Coastal Zoning) will

require certification by the California Coastal Commission before the regulations would be operative.

ENVIRONMENTAL REVIEW:
Proposed Statutory Exemption
Pursuant to Section 15262 of the CEQA Guidelines, this workshop are statutorily exempt as early discussion on possible future actions that do not involve commitment to a project.

Depending upon the scope of the updates requested by the Board, staff evaluate whether the updates fall within the scope of the certified Final Environmental Impact Report (FEIR) for the Vacation Rental Ordinances (SCH#2022080643).

OTHER AGENCY INVOLVEMENT:
HCD staff will work closely with the Office of County Counsel to develop and review the draft ordinances as to form and legality. The Treasurer-Tax Collector will be consulted depending on nature of amendments proposed.

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

Regulating the use of residential properties for vacation (or short-term) rental uses helps protect the County's existing housing stock. Staff will qualitatively consider the potential impacts to housing options for amendments to the County's vacation rental regulations may pose.

HOUSING CONSTRAINTS:
N/A

FINANCING:
Staff time to write this staff report and bring this item forward to the Board for consideration is included in the Fiscal Year 2025-26 Adopted Budget for HCD, Appropriation Unit HCD002, Unit 8543.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Regulating vacation rental use of residential properties supports the Board of Supervisors Strategic Plan Goal for Well-Being and Quality of Life to create safe and healthy communities where all can thrive, by safeguarding housing from converting to vacation/short-term rentals and providing clears rules and standards that all vacation rental operations must meet to operate safely in or community.
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

Prepared by: Melanie Beretti, AICP, Chief of Planning, 831-755-5285
Approved by: Craig Spencer, HCD Director

Cc: Front Counter Copy; To File REF250042/REF250043; Planning Commission; Vacation Rental (STR) Public Distribution List; County of Monterey Treasurer-Tax Collector; Monterey County Regional Fire; County of Monterey Health Department Environmental Health Bureau; Coastal Commission; Monterey County Land Watch; Keep Big Sur Wild; Liz Gonzales, Permit Center Manager; Stacey Giles, Permit Technician III; Sarah Wikle, Principal Planner; Jacquelyn Nickerson, Principal Planner; Fionna Jensen, Principal Planner; Karen Riley-Olms, Management Analyst II; Josh Bowling, Chief of Building Services; Evan Nuckles, HCD Building Services Manager; Melanie Beretti, Chief of Planning; Craig Spencer, HCD Director.

Introduced: 12/19/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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OTHER AGENCY INVOLVEMENT:
HCD staff will work closely with the Office of County Counsel to develop and review the draft ordinances as to form and legality. The Treasurer-Tax Collector will be consulted depending on nature of amendments proposed.

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

Regulating the use of residential properties for vacation (or short-term) rental uses helps protect the County's existing housing stock. Staff will qualitatively consider the potential impacts to housing options for amendments to the County's vacation rental regulations may pose.

HOUSING CONSTRAINTS:
N/A

FINANCING:
Staff time to write this staff report and bring this item forward to the Board for consideration is included in the Fiscal Year 2025-26 Adopted Budget for HCD, Appropriation Unit HCD002, Unit 8543.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Regulating vacation rental use of residential properties supports the Board of Supervisors Strategic Plan Goal for Well-Being and Quality of Life to create safe and healthy communities where all can thrive, by safeguarding housing from converting to vacation/short-term rentals and providing clears rules and standards that all vacation rental operations must meet to operate safely in or community.
_X_ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

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

Prepared by: Melanie Beretti, AICP, Chief of Planning, 831-755-5285
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Introduced: 12/19/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Receive a follow-up status report on the County of Monterey Health Services Master Plan Project - Phase I Mental Health Rehabilitation Center (MHRC): and

b. Provide direction to staff on preferred option:

i. Proceed with constructing one MHRC only (one MHRC and one support building);

ii. Proceed with Phase 1, Part 1 of project (three MHRCs and one support building);

iii. Proceed with Phase 1, Part 1 and Part 2 of project (six MHRCs and one support building);

iv. Cease future work on the project.

c. Provide further direction, as appropriate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a follow-up status report on the County of Monterey Health Services Master Plan Project - Phase I, Mental Health Rehabilitation Center (MHRC); and

b. Provide direction to staff on preferred option:

i. Proceed with constructing one MHRC only (one MHRC and one support building)

ii. Proceed with Phase 1, Part 1 of project (three MHRCs and one support building);

iii. Proceed with Phase 1, Part 1 and Part 2 of project (six MHRCs and one support building);

iv. Cease future work on the project

c. Provide further direction, as appropriate.

SUMMARY:

On October 28, 2025, the County of Monterey Board of Supervisors (BOS) received a status update on the Health Services Campus Plan Phase I. During that presentation, staff from Public Works, Facilities & Parks (PWFP), and the Health Department provided an overview of progress on the proposed Mental Health Rehabilitation Center (MHRC) project and requested direction from the BOS. The project proposes the development of a 96-bed MHRC campus at 1443 Constitution Boulevard in Salinas, located across from the Salinas Regional Soccer Complex.

During the meeting, the BOS raised several questions and concerns regarding the project's fiscal sustainability, staff outreach in regard to the proposed project and revenue model, public outreach efforts, and the current utilization of the rehabilitation wing at the County Jail, as this was the initial proposed location for the project at its inception. Ultimately, the BOS directed staff to pause the project until additional information could be provided to the BOS on these topics. This update is

intended to address these questions, present the additional information requested by the BOS, and seek further direction on the preferred options presented.

DISCUSSION:

The County of Monterey Health Department's Behavioral Health Bureau (BHB) has been advancing the development of six (6) separate 16-bed Mental Health Rehabilitation Centers (MHRC) as part of Phase I of the Health Services Campus Master Plan, which would bring a total of 96 additional treatment beds to the County of Monterey and the Central Coast Region. The MHRC (Project) is proposed at an undeveloped County-owned parcel located at 1443 Constitution Boulevard in Salinas, located across from the Salinas Regional Soccer Complex and adjacent to the County's Jail and Natividad Medical Center. The Project was initially proposed as a renovation of the rehabilitation wing at the County Jail; however, that approach was no longer feasible due to the County of Monterey's Sheriff's Office retaining the facility for its own programmatic needs. As a result, the project was revised to a new construction approach at the 1443 Constitution Boulevard site in Salinas.

Due to the shift to new construction and other factors, the Project's estimated total budget is currently $172,454,829. To support development, the project has leveraged $20,166,779 in Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 funding and $31,000,000 in BHCIP Bond Round 1 funding, which requires a $3,100,000 local match that the BHB has identified from Mental Health Services Act (MHSA) funds. The combined total funding available is therefore $54,266,779, leaving a funding gap of $118,158,050, which the BHB has proposed addressing through debt issuance. The BHB anticipates that the annual debt service payments will be financed through Federal Financial Participation (FFP) reimbursement for services delivered in the BHB system of care.

This information was extensively shared with the BOS at the October 28, 2025, meeting. The purpose of this report is to provide additional details and specifically address the questions and concerns raised by the BOS at that meeting.

Public Outreach and Community Engagement

Following the October 28, 2025, meeting, the BHB conducted outreach to ensure transparency and solicit community input. This included door-to-door outreach to residents near the proposed project site on November 5 and November 8, 2025, providing information about the MHRC project, answering questions, and inviting community members to participate in upcoming listening sessions. Additionally, BHB mailed a bilingual fact sheet on the Project and notice of upcoming listening sessions to residential addresses within 300 feet of the parcel on October 15th and November 3rd, and to addresses within 1,500 feet of the parcel the first week of December.

It should be noted that two hybrid community informational sessions were also conducted in November 2024 at our Alisal Integrated Health Center, during the initial planning phase of the Project.

The BHB also participated in the County's media briefing on November 12, 2025, to share information about the scheduled listening sessions on November 13, November 17, and December 6, 2025. The sessions were held in-person at 1270 Natividad Road, with virtual participation options via Zoom and live streaming on the County's YouTube and Facebook channels. These efforts are designed to provide multiple avenues for the community to engage with staff, learn about the project,

and provide input that will inform ongoing planning and operational considerations.

Attachment A highlights the public outreach efforts and feedback received from community members throughout these efforts.

Fiscal Sustainability
In addition to community engagement, the BHB has continued to evaluate the project's fiscal model to ensure long-term sustainability. Following input and questions from the BOS, staff have analyzed projected operational costs, revenue streams, and funding mechanisms for the MHRC, including anticipated Medi-Cal reimbursements and Federal Financial Participation (FFP). This assessment determines whether the facility can maintain ongoing operations, cover debt service obligations, and operate without reliance on additional County general fund support.

In alignment with Board direction, BHB staff met with County of San Mateo's Behavioral Health and Recovery Services (BHRS) staff to review the fiscal model for their Cordilleras project and to present Monterey County's fiscal model for feedback. County of San Mateo staff did not identify any major flaws in Monterey County's model and noted that, while Monterey's approach is simpler, it appropriately accounts for all necessary cost and revenue factors for MHRC operation. The County of San Mateo representatives noted that our projected operating cost for MHRC providers is significantly lower than their budgeted operating cost. They also mentioned that their initial contracts were significantly higher than our estimated cost, and also noted their county generally has higher salary and benefit costs, and contrary to our experience, has struggled to execute agreements with contractors at or below published Medi-Cal rates. Additionally, San Mateo County representatives commented that the revenue funding model supported our ability to finance the additional costs of the project.

Attachment B provides additional information related to this topic.

Site Considerations and Former County Jail Option
During initial project planning, the MHRC was proposed as a renovation project of the rehabilitation wing at the County's Jail. This approach was evaluated for feasibility, including potential renovation costs, compliance with Medi-Cal reimbursement requirements, and alignment with operational needs. However, the Monterey County Sheriff's Office determined that the facility was required to continue housing its own programs, making this option no longer viable. The space is currently being used as a multifunctional hub for both staff and incarcerated population as an educational programmatic and vocational training space, laundry operations, job resource fairs, community collaboration meetings, and staff and tactical trainings. Longer term, this space will be utilized as a centralized discharge and reentry resource center, ensuring all released inmates receive immediate support and linkage to housing, outpatient medical and behavioral health services, employment, education and other services needed.

Following this determination, the project was revised to a new construction approach at the undeveloped County-owned parcel at 1443 Constitution Boulevard in Salinas. This site was selected based on several factors:

- Alignment with BOS direction from January 18, 2018, to designate this parcel for future healthcare facilities.
- Proximity to other County health services to facilitate integrated care.
- Adequate space to accommodate six 16-bed MHRC buildings (96 beds total) with support infrastructure.
- Ability to bill Medi-Cal for all services due to the 16-bed facility and licensing requirements.
- Zoning and land use compatibility with County plans.
- Access to transportation and regional services, ensuring convenience for clients, staff, and visitors.

The revised site also allows flexibility in building design to meet operational, safety, and accessibility standards, while ensuring compliance with state and federal regulations governing mental health facilities. Staff have conducted preliminary environmental, utility, and infrastructure assessments, confirming that the site is suitable for the proposed development.

Staff Outreach on Proposed Revenue Model
BHB held a quarterly all-staff meeting on December 3rd and provided a project update, discussed the proposed revenue model, and addressed staff questions. In addition, during the December 19th quarterly meeting with SEIU and staff, BHB provided a further project update and responded to questions regarding the proposed revenue model.

Other Considerations
While the County of Monterey has not executed a Program Funding Agreement (PFA) for Behavioral Health Continuum Infrastructure Program Bond Round 1 (BHCIP Bond R1), other California counties have raised concerns regarding PFA language related to termination for cause or convenience, which would transfer title of property acquired, developed, or purchased with BHCIP Bond R1 funds to the Department of Health Care Services (DHCS). On December 17, 2025, DHCS released updated information indicating that the PFA language would be amended to allow title to remain with counties; however, required services would still need to be provided.

Staff Recommendations and Requested Board Direction
Based on the additional analysis, community engagement, fiscal review, and feedback received since the October 28, 2025, meeting, staff do not have a recommendation to provide and seek direction from the Board. The information gathered-including verification of the fiscal model, confirmation of funding assumptions, expanded community outreach, and review of alternative site feasibility indicates that:

a. if the Board approves the project to move forward with one (1) MHRC and a support building the County will need to issue approximately $74.3 million in debt with the forfeiture of $51 million dollars in grant funding from BHCIP Round 5 and BHCIP Bond Round 1,
b. if the Board approves the project to move forward with three (3) MHRCs and a support building the County will need to issue approximately $94.7 million in debt with an estimated $20.2 million dollars in project financing from the BHCIP Round 5 grant pending modification and forfeiture of $31 million in project financing from BHCIP Bond Round 1,

c. if the Board approves the project to move forward with six (6) MHRCs and a support building, the County will need to issue approximately $118.1 million in debt with an additional $51 million of project financing from BHCIP Round 5 and BHCIP Bond Round 1 Grants, and an additional $3.1 million in financing from MHSA match funding,
d. If the Board orders project planning to cease there are approximately $3.7 million in sunk costs that will be absorbed by the Bureau.

The MHRC project represents a critical component of the County's efforts to expand local behavioral health treatment capacity and reduce reliance on increasingly costly out-of-county placements. The additional information gathered since October 28, 2025, provides a clearer foundation for decision-making and demonstrates that the project can be structurally, financially, and operationally feasible. Staff remain committed to maintaining transparency, engaging the community, and ensuring responsible stewardship of County and State resources.

With Board direction, staff are prepared to advance the project toward the next phase.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The MHRC project is being developed through a coordinated effort between the Health Department, Public Works, Facilities & Parks (PWFP), and the County Administrative Office (CAO). The Health Department's Behavioral Health Bureau (BHB) is leading program development and clinical planning, while PWFP is overseeing site planning, design, and construction management. The CAO is providing guidance on fiscal strategy, financing options, and Board-directed policy considerations. This interdepartmental collaboration ensures that the project's operational, financial, and infrastructure components are aligned as the project advances.

FINANCING:
As previously presented, the Phase I Project budget is currently estimated at $172,454,829. The Project has received a total of $54,266,779 in grant funding and local match, leaving a remaining funding gap of $118,188,050. To address this gap, the BHB has requested authorization for the County to issue debt. Staff propose several new options for the Board's consideration and authorization for the County to issue debt for the funding gap, as noted in Attachment B.

The BHB staff will continue to review and analyze each option as noted in Attachment B and its ability to support the associated debt service through departmental revenue sources. Since the staff's last presentation to the Board, new information has been learned regarding the County of San Mateo's experience in operating the MHRCs at a much higher cost than projected. Additionally, the State previously proposed revised language for Agreements for BHCIP Bond R1 funding, which could result in assets constructed with this funding being classified as state assets. The state has since reversed this position as previously stated above. The County of Monterey has yet to execute a PFA with the State for the BHCIP Bond R1 funds. Staff will provide its updated analysis during the presentation.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
If approved, the MHRC project will address a critical gap in the County's behavioral health continuum of care and directly support the Strategic Plan goal of Well-Being and Quality of Life. The project will

also establish long-term, sustainable infrastructure that enhances residents' quality of life by expanding access to services close to home, aligning with the Strategic Plan goal of Sustainable Infrastructure.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Melanie Rhodes, Behavioral Health Bureau Chief, 796-1742
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Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A
Attachment B

Introduced: 12/19/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Receive a follow-up status report on the County of Monterey Health Services Master Plan Project - Phase I Mental Health Rehabilitation Center (MHRC): and
b. Provide direction to staff on preferred option:
    i. Proceed with constructing one MHRC only (one MHRC and one support building);
    ii. Proceed with Phase 1, Part 1 of project (three MHRCs and one support building);
    iii. Proceed with Phase 1, Part 1 and Part 2 of project (six MHRCs and one support building);
    iv. Cease future work on the project.
c. Provide further direction, as appropriate.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a follow-up status report on the County of Monterey Health Services Master Plan Project - Phase I, Mental Health Rehabilitation Center (MHRC); and
b. Provide direction to staff on preferred option:
    i. Proceed with constructing one MHRC only (one MHRC and one support building)
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    iii. Proceed with Phase 1, Part 1 and Part 2 of project (six MHRCs and one support building);
    iv. Cease future work on the project
c. Provide further direction, as appropriate.

SUMMARY:

On October 28, 2025, the County of Monterey Board of Supervisors (BOS) received a status update on the Health Services Campus Plan Phase I. During that presentation, staff from Public Works, Facilities & Parks (PWFP), and the Health Department provided an overview of progress on the proposed Mental Health Rehabilitation Center (MHRC) project and requested direction from the BOS. The project proposes the development of a 96-bed MHRC campus at 1443 Constitution Boulevard in Salinas, located across from the Salinas Regional Soccer Complex.

During the meeting, the BOS raised several questions and concerns regarding the project's fiscal sustainability, staff outreach in regard to the proposed project and revenue model, public outreach efforts, and the current utilization of the rehabilitation wing at the County Jail, as this was the initial proposed location for the project at its inception. Ultimately, the BOS directed staff to pause the project until additional information could be provided to the BOS on these topics. This update is

intended to address these questions, present the additional information requested by the BOS, and seek further direction on the preferred options presented.

DISCUSSION:

The County of Monterey Health Department's Behavioral Health Bureau (BHB) has been advancing the development of six (6) separate 16-bed Mental Health Rehabilitation Centers (MHRC) as part of Phase I of the Health Services Campus Master Plan, which would bring a total of 96 additional treatment beds to the County of Monterey and the Central Coast Region. The MHRC (Project) is proposed at an undeveloped County-owned parcel located at 1443 Constitution Boulevard in Salinas, located across from the Salinas Regional Soccer Complex and adjacent to the County's Jail and Natividad Medical Center. The Project was initially proposed as a renovation of the rehabilitation wing at the County Jail; however, that approach was no longer feasible due to the County of Monterey's Sheriff's Office retaining the facility for its own programmatic needs. As a result, the project was revised to a new construction approach at the 1443 Constitution Boulevard site in Salinas.

Due to the shift to new construction and other factors, the Project's estimated total budget is currently $172,454,829. To support development, the project has leveraged $20,166,779 in Behavioral Health Continuum Infrastructure Program (BHCIP) Round 5 funding and $31,000,000 in BHCIP Bond Round 1 funding, which requires a $3,100,000 local match that the BHB has identified from Mental Health Services Act (MHSA) funds. The combined total funding available is therefore $54,266,779, leaving a funding gap of $118,158,050, which the BHB has proposed addressing through debt issuance. The BHB anticipates that the annual debt service payments will be financed through Federal Financial Participation (FFP) reimbursement for services delivered in the BHB system of care.

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OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
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FINANCING:
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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
If approved, the MHRC project will address a critical gap in the County's behavioral health continuum of care and directly support the Strategic Plan goal of Well-Being and Quality of Life. The project will

also establish long-term, sustainable infrastructure that enhances residents' quality of life by expanding access to services close to home, aligning with the Strategic Plan goal of Sustainable Infrastructure.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X_ Well-Being and Quality of Life
_X_ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Melanie Rhodes, Behavioral Health Bureau Chief, 796-1742
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Nick Cronkhite, Finance Manager II, 796-1270
Luis Ochoa, Capital Improvement Manager, 796-6091
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A
Attachment B

Attachment A

MHRC Public Presentations / Community Outreach Activities				
No.	**Type**	**Date**	**Location**	**Topic**
1	BOS Presentation	Jun. 4, 2024	Zoom, and in-person at 168 W. Alisal St., Salinas	Pivot from renovation project to new construction and BHCIP R5 grant scope change.
2	County Media Briefing	Nov. 6, 2024	Zoom	Provide overview of Community Listening Session regarding BHCIP Bond grant application.
3	Community Listening Session	Nov. 7, 2024	Zoom, and in-person at 331 N. Sanborn Rd, Salinas	Provide overview of proposed MHRC project and BHCIP Bond grant application.
4	BOS Presentation	Nov. 12, 2024	Zoom, and in-person at 168 W. Alisal St., Salinas	Funding options for the project's budget gap.
5	HHHHS Presentation	Aug. 18, 2025	Zoom, and in-person at 168 W. Alisal St., Salinas	Provide project status update.
6	BH Commission Presentation	Aug. 28, 2025	Zoom, and in-person at 200 Broadway, King City	Provide project status update.
7	Mailer	Oct. 15, 2025	N/A	Mailed informational flyer to homes within 300 feet of the proposed site.
8	BOS Presentation	Oct. 28, 2025	Zoom, and in-person at 168 W. Alisal St., Salinas	Provide project status update.
9	Mailer	Nov. 3, 2025	N/A	Mailed information on planned listening sessions and project fact sheet to homes within 300 feet of the proposed site.
10	Door-to-Door Outreach	Nov. 5, 2025	Oyster Bay Court and Atherton Way, Salinas	Provide information about project and listening sessions.
11	Door-to-Door Outreach	Nov. 8, 2025	Oyster Bay Court and Atherton Way, Salinas	Provide information about project and listening sessions.
12	County Media Briefing	Nov. 12, 2025	Zoom	Provide information about project and listening sessions.
13	Community Listening Session	Nov. 13, 2025	Zoom, and in-person at 1270	Provide information about project, answer community

			Natividad Rd, Salinas	member questions and listen to their feedback.
14	Community Listening Session	Nov. 17, 2025	Zoom, in-person at 1270 Natividad Rd, Salinas and livestreamed on County's YouTube and Facebook channels.	Provide information about project, answer community member questions and listen to their feedback.
15	Mailer	Dec. 1, 2025	N/A	Mailed information on planned listening session and project fact sheet to homes within 1,500 feet of the proposed site.
16	Community Listening Session	Dec. 6, 2025	Zoom, in-person at 1270 Natividad Rd, Salinas and livestreamed on County's YouTube and Facebook channels.	Provide information about project, answer community member questions and listen to their feedback.
16	Postcard	Week of Dec. 22, 2025	N/A	Mailed informational postcard to homes within 1,500 feet of the proposed site with update regarding new date for BoS presentation of January 6, 2026.

Summary of Community Outreach Efforts

from October 28, 2025, to December 19, 2025

Mailer was sent out to homes within 300 ft of the proposed project site that included information on the community listening sessions as well as the project fact sheet. (November 3, 2025)

Door-to-Door Outreach (November 5 and 8, 2025)

- Visited 33 residences located within 100 feet of the project site.
- Engaged 16 residents in person; for households where no one answered the door, staff left flyers with project information and contact options.

Community Listening Session (November 13, 2025)

- Session offered in a hybrid format, via Zoom and in person at 1270 Natividad Road.
- The session was attended by 12 individuals in person and 29 individuals online.

Community Listening Session (November 17, 2025)

- Session offered in a hybrid format, via Zoom, in person at 1270 Natividad Road, and livestreamed on the County's YouTube and Facebook channels.
- The session was attended by 20 individuals in person, 28 individuals online via Zoom, and the YouTube livestream has been viewed 129 times as of December 19, 2025.

Health Department, Behavioral Health Bureau, Quarterly All Staff Meeting (December 3, 2025)

- Provided a project update, discussed sthe proposed revenue model, and responded to staff questions. *Mailer was sent out to homes within 1,500 ft of the proposed project site that included information on the community listening sessions as well as the project fact sheet. (December 1, 2025)*

Community Listening Session (December 6, 2025)

- Session offered in a hybrid format, via Zoom, in person at 1270 Natividad Road, and livestreamed on the County's YouTube and Facebook channels.
-
- The session was attended by 30 individuals in person, 21 individuals online via Zoom, and the YouTube livestream has been viewed 69 times as of December 19, 2025.

Quarterly Meeting with SEIU Representatives & BHB Staff

- Zoom meeting with SEIU Representative and & BHB staff to discuss project and answer questions.

Postcard was sent out to homes within 1,500 ft of the proposed project site that included information on the January 6, 2026, Board of Supervisors presentation (week of December 22, 2025).

Summary of Community Feedback from Door-to-Door Outreach

Below is a summary of the key themes shared by community members during the door-to-door outreach conducted on November 5 and 8, 2025 (items are listed in alphabetical order).

- Can it be built at a different location
- Concerns about view from backyard
- Cost
- Decrease in property values
- Distance between project and homes
- Fencing

- In-support of project
- No questions/concerns
- Priority of Services
- Safety
- Would sign petition to support

Summary of Community Feedback from Listening Sessions

Below is a summary of the key themes shared by community members during the listening sessions held on November 13, 17 and December 6, 2025. (items are listed in alphabetical order).

- **Can it be built in a different location**
  - Agree there is a need for this, but is this the only area where this can be built?
  - Area has been a dumping ground
  - Asking for respect to this community
  - Build it on Highway 68, Pebble Beach, Fort Ord, or Prunedale
  - Build the facility in another county
  - Land swap with City of Salinas is an option
  - Use old hospital building for this project
  - Want to keep this a residential community/neighborhood
- **Concerns with costs and staffing**
  - How much will the county be reimbursed per patient at MHRC?
  - Operational costs are high
  - Project cost has increased and there is a concern that funds will run out before completion
  - Project cost is high
  - Staffing will be an issue with impacted workforce
- **Concerns with safety**
  - City and County have destroyed the area
  - Inmates from other counties are released from jail and impact the neighborhood
  - Residents don't feel safe walking trails and creek now with the homeless issues
  - Won't feel safe with this project in the backyard, would move immediately
- **Concerns with decrease of property values**
- **Concerns with public outreach and transparency**
  - BOS meetings need to be held at time when public can attend
  - City Councilmembers were not aware of listening sessions
  - Concerns with outreach going forward
  - Have meetings in nearby schools
  - Have soccer players been informed of the project
  - Nothing was sent by mail and no one knocked on doors
  - Publish information in print and broadcast media

    - Took 16 months for public to be informed
- **County is checking a box and will water down comments to BOS**
- **Explain why the old county jail isn't an option**
- **Personal stories of relatives in MHRCs and support for the project**
- **Stop the project**
    - Decline grants and stop project
    - What does the community need to do to stop the project?
- **Taxpayers will foot the bill**

Attachment B

Preface: A Helpful Analogy

As the Health Department's Behavioral Health Bureau (BHB) continues adapting to the California Advancing and Innovating Medi-Cal (CalAIM) payment reform initiative, we have found a simple analogy useful in illustrating the magnitude of change underway.

Before payment reform, BHB operated like a highly successful baseball team—skilled, experienced, and fully aligned with the rules of that game. Then, the "league"—represented by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Health Care Services (DHCS)—announced that on July 1, 2023, counties would now be playing cricket instead of baseball. Some fundamentals look similar, but the rules, field, and scoring system are entirely different.

Over the transition period, nearly 500 employees were required to shift from playing one sport to another with different expectations, coding structures, workflows, and compliance requirements. The work we do is not a game, but this analogy conveys the scale and complexity of the transition, as well as why revenue optimization under CalAIM is a gradual, continuous improvement process rather than an immediate outcome.

The Behavioral Health Revenue Model

Understanding the Revenue Model Under Cost Settlement

Prior to CalAIM, the County submitted monthly Medi-Cal claims to draw down federal funding for Specialty Mental Health Services (SMHS). At fiscal year-end, the State compared total allowable costs, to provide services, with total revenue received. If costs exceeded revenues, the State issued an additional payment; if revenues exceeded allowable costs, the County refunded the State the difference.

Under this model:

- Time spent on **direct service**, **documentation**, and **travel** was all reimbursable.
- Reimbursement was based on historical cost reports and applied uniformly across broad provider classifications.
- Annual and triennial audits could result in takebacks, contributing to the development of a strong compliance infrastructure within BHB.

This approach rewarded thorough documentation and cost justification, and it shaped the Bureau's systems, workflows, and staffing practices for decades.

Understanding the Revenue Model Under Fee-for-Service

Under CalAIM, County mental health plans must now use the American Medical Association's Current Procedural Terminology (CPT) coding structure. CPT rules allow reimbursement only for the **direct service** portion of an encounter; **documentation time and travel time are no longer reimbursable.**

Key changes include:

- Practitioner-specific hourly rates established by the State.
- Rates based on a statewide average of 37% direct service time per full-time equivalent (FTE), excluding travel and documentation.
- Counties must meet or exceed this direct service benchmark to maintain historical revenue levels.
- Revenue received in excess of cost may now be retained and reinvested in the behavioral health system, but unreimbursed costs cannot be settled or recouped at year-end.
- Recoupments will only be related to findings of fraud, waste, or abuse.

In the first year of implementation, the County of Monterey experienced an 8% reduction in SMHS revenue, reflecting the magnitude of system change.

Opportunities to Increase Revenues

Since implementation, the State has issued several clarifications regarding services that may be appropriately claimed under CalAIM. Early interpretations resulted in the exclusion of activities such as:

- clinically necessary time when the client is not present,
- work with significant support persons ("collateral services"), and
- clinical formulation or diagnostic conceptualization.

As DHCS provided additional guidance, BHB updated staff training, documentation standards, and billing workflows. These refinements have expanded the range of legitimate, billable activities without increasing staff workload.

This is reflected in revenue performance trends. SMHS Federal Financial Participation (FFP) and State General Fund (SGF) combined revenues for the past four fiscal years are shown in Table 1 below:

Table 1

SMHS Revenues by Fiscal Year				
FY	FFP	SGF	Total	% Increase/Decrease from Prior Year
21-22	$ 44,263,285.36	$ 2,685,602.78	$ 46,948,888.14	
22-23	$ 51,864,001.37	$ 3,498,439.18	$ 55,362,440.55	18%
23-24	$ 46,627,722.25	$ 4,111,243.62	$ 50,738,965.87	-8%
24-25	$ 51,574,556.53	$ 5,501,718.79	$ 57,076,275.32	12%

The revenue increase in FY 24-25, demonstrates BHB's growing proficiency with CalAIM billing requirements and the impact of targeted training and process improvements.

As further evidence of BHB's continuous improvement processes having a beneficial impact on revenues, please note Graph 1 below which shows the Estimated 1st Quarter Service Value for the first three fiscal years of CalAIM payment reform. The service value – defined as the estimated billable total entered into BHB's electronic health record – for the first quarter increased from FY 24 to FY 25 by 11.5% and further increased in the current fiscal year by an additional 17%.

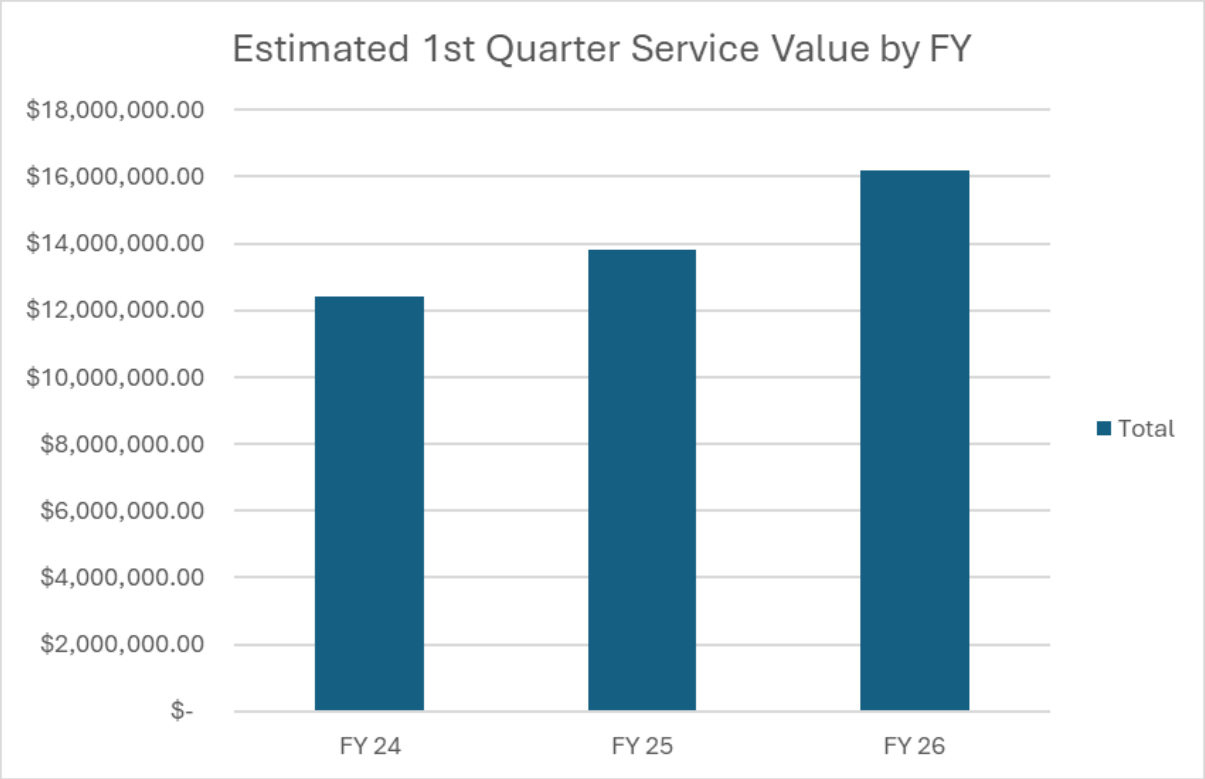
The Bureau's Service Code Work Group — a collaboration among clinical staff, supervisors, billing specialists, and CalAIM subject matter experts—has played a significant role in increasing billable service capture. The group has:

- identified common misconceptions about billable vs. non-billable activities,
- issued practical "tips and tricks" guidance to staff, and
- streamlined documentation expectations in alignment with statewide standards.

Notably, the transition to simpler progress notes, made possible by documentation reform, has reduced unreimbursed time, while new State guidance on claiming clinical formulation time has expanded billable opportunities for diagnostically focused work.

As a result, first-quarter service value, as previously defined, reflected an increase of 11.5% in FY 24–25 and an additional 17% in the current fiscal year, reflecting meaningful improvement in staff alignment with CalAIM requirements, as shown in Graph 1.

Graph 1:



Revenue Forecasting Model

The Bureau's revenue forecasting model estimates potential Medi-Cal revenue growth under CalAIM using conservative assumptions. Key inputs include:

- Filled FTEs in billable classifications,
- Practitioner-specific hourly rates,
- A systemwide average direct service as a percent of total FTE hours,
- BHB's current claim denial rate, and
- The proportion of direct services that are non-claimable (e.g., services to incarcerated clients or IMD residents).

Gross charges are calculated as:

[System Direct Service %] X [Total Classification FTE Hours] X [Classification Hourly Rate]

Charges are then reduced by:

1. BHB's current 9% claim denial rate;
2. The percentage of direct service time not eligible for Medi-Cal reimbursement; and
3. A conservative 50% Federal Medical Assistance Percentage (FMAP), despite the County's actual effective FMAP of 58.9% due to enhanced match for certain eligibility groups.

This conservative modeling supports the projection that increased alignment with CalAIM will continue to expand billable services and augment federal revenue available to support Mental Health Rehabilitation Center (MHRC) operations.

MHRC Cost Discussion

County of San Mateo's Review of Costs and Revenue Model

BHB staff met with representatives of the County of San Mateo Behavioral Health and Recovery Services (BHRS) to review the County of Monterey's MHRC financial model. The County of San Mateo provided initial budget and operational cost information from its Cordilleras project, offering a useful benchmark for evaluating our assumptions.

The County of San Mateo BHRS confirmed that the County of Monterey's cost build-up and revenue methodology are reasonable. They noted their own MHRC operating costs ultimately exceeded early estimates, partly due to vendor contract negotiations in a higher-cost geographic market.

To ensure conservative modeling, Monterey County increased projected provider operating costs to align with the County of San Mateo's FY 2021 budget (inflated to FY 2026 dollars), despite likely lower costs due to the County of Monterey's cost-of-living differences. This conservative approach is reflected in the fiscal analyses that follow.

It is important to note the variables in our cost model. Depending on small changes to debt costs, Medi-Cal reimbursement rates, and others listed below, there can be large swings to the total annual cost of the project.

Key Variables Affecting Total Cost

Certain variables significantly affect overall project costs and should be considered when evaluating options:

- **Debt Costs:** Each basis-point change in interest rates alters annual debt service by $5,400–$8,600.
- **Construction Costs:** Scaling down the project may reduce soft costs depending on design and scope modifications.
- **Provider Operating Costs:** Every 1% change in projected provider operating costs results in a $35,500–$78,000 annual impact. If the County of Monterey's cost of living is ~25% lower than the County of San Mateo's, operating costs could be $887,000–$1.95M lower annually.
- **Medi-Cal Bed-Day Rate:** Rates are based on historical cost reports and may not reflect current costs. If Medi-Cal rates can be adjusted to better represent actual costs, this project will move closer to self-sustainability without need of additional revenue inputs from the wider behavioral health system.
- **Grant Funding:** Reducing project scope jeopardizes $51M in existing BHCIP grant awards. A single-facility build would potentially forfeit all grant funding and require full reliance on debt financing.

MHRC Options – Summary of Fiscal Modeling

The following sections present detailed cost and revenue estimates for four project scenarios. These figures incorporate conservative revenue assumptions, County of San Mateo-based operating cost benchmarks, and updated construction cost estimates. Each option summarizes:

- Annual debt service,
- Provider payments,
- Building depreciation,
- Medi-Cal and other revenues,
- Net County cost, and
- Fiscal comparison to current IMD expenditures.

Option 1
"Single MHRC"

Construct a single 16-bed MHRC, along with the support building and full site improvements for the parcel. The total construction cost is estimated at $74,322,171.12 and would be fully debt-funded due to the loss of BHCIP grants. Total project costs with interest would be $139,958,175.05.

Annual operating costs are estimated at $9.7 million, partially offset by $1.3 million in projected revenue and $1.7 million in savings from reduced IMD payments for clients transitioned to the MHRC. This results in a remaining annual funding gap of approximately $6.8 million that BHB would need to cover.

Mental Health Rehabilitation Center "Single MHRC" Cost Analysis Summary (Year 1)	
Costs	
Annual Debt Service	$4,665,272.50
Payments to Providers	$3,556,194.96
Annual Building Depreciation (Cost Plan)	$1,486,443.42
Total Costs	**$9,707,910.88**
Revenue	
Property Lease Revenue	$216,000.00
Medi-Cal Revenue	$1,079,319.60
Other County Revenue	$0.00
Total Revenue	**$1,295,319.60**
New Model Annual Cost to County	$8,412,591.28
Annual Average Savings from Payments to IMDs (no FFP)	$1,672,998.42
Difference Between Current Model and New Model (To be funded by BH revenues)	($6,739,592.86)

Assumptions

- Debt Issuance of $74,322,171.12
- 4.69% Interest Rate on Debt
- $0 in Grant Funding
- 100% County Utilization
- Construction includes full parcel site improvements, support building, and 1 MHRC

- MHRC Operating Costs aligned with San Mateo's FY 21 budgeted operating cost in FY 26 dollars

Option 2
"Phase I, Part 1 Only"

Construct three 16-bed MHRCs, along with the support building and full site improvements for the parcel. The total construction cost is estimated at $114,851,102.93 and would be partially funded by $20.1 million grant. Total debt issuance would be $94,684,324.93 with total project costs including interest of $198,469,497.87.

Annual operating costs are estimated at $18.9 million, partially offset by $5.9 million in projected revenue and $3.7 million in savings from reduced IMD payments for clients transitioned to the MHRC. This results in a remaining annual funding gap of approximately $9.3 million that BHB would need to cover.

Mental Health Rehabilitation Center "Phase I, Part 1 Only" Cost Analysis Summary (Year 1)	
Costs	
Annual Debt Service	$5,943,423.96
Payments to Providers	$10,668,584.87
Annual Building Depreciation (Cost Plan)	$2,297,022.06
Total Costs	**$18,909,030.89**
Revenue	
Property Lease Revenue	$648,000.00
Medi-Cal Revenue	$2,361,011.63
Other County Revenue	$2,889,408.40
Total Revenue	**$5,898,420.03**
New Model Annual Cost to County	$13,010,610.86
Annual Average Savings from Payments to IMDs (no FFP)	$3,659,684.05
Difference Between Current Model and New Model	($9,350,926.81)

Assumptions

- Debt Issuance of $94,684,323.93
- 4.69% Interest Rate on Debt
- $20,166,799 in Grant Funding
- 73% Monterey County Utilization

- Construction includes full parcel site improvements, support building, and 3 MHRCs
- MHRC Operating Costs aligned with San Mateo's FY 21 budgeted operating cost in FY 26 dollars

Option 3–
"Phase I, Part 1 and Phase I, Part 2"

Construct six 16-bed MHRCs, along with the support building and full site improvements for the parcel. The total construction cost is estimated at $172,454,829.00 and would be partially funded by $54.267 million grants and local match. Total debt issuance would be $118,188,050.00 with total project costs including interest of $276,830,026.84.

Annual operating costs are estimated at $32.2 million, partially offset by $17.2 million in projected revenue and $3.7 million in savings from reduced IMD payments for clients transitioned to the MHRC. This results in a remaining annual funding gap of approximately $11.3 million that BHB would need to cover.

Mental Health Rehabilitation Center "Phase I, Part 1 & Phase I, Part 2" Cost Analysis Summary (Year 1)	
Costs	
Annual Debt Service	$7,418,774.93
Payments to Providers	$21,337,169.73
Annual Building Depreciation (Cost Plan)	$3,449,096.58
Total Costs	**$32,205,041.24**
Revenue	
Property Lease Revenue	$1,296,000.00
Medi-Cal Revenue	$2,361,011.63
Other County Revenue	$13,557,993.27
Total Revenue	**$17,215,004.90**
New Model Annual Cost to County	$14,990,036.35
Annual Average Savings from Payments to IMDs (no FFP)	$3,659,684.05
Difference Between Current Model and New Model	($11,330,352.30)

Assumptions

- Debt Issuance of $118,188,050.00
- 4.69% Interest Rate on Debt

- $51,166,779.00 in Grant Funding
- $3,100,000 in local match funding (MHSA)
- 36% Monterey County utilization
- Construction includes full parcel site improvements, support building, and 6 MHRCs
- MHRC Operating Costs aligned with San Mateo's FY 21 budgeted operating cost in FY 26 dollars

Option 4–
"Cease Future Work of Project"

Further work on the project will cease and sunk costs estimated at approximately $3,690,354 through November 2025 will need to be funded by the BHB.

Mental Health Rehabilitation Center

Board of Supervisors Meeting
December 9, 2025

MONTEREY COUNTY BEHAVIORAL HEALTH
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COUNTY OF MONTEREY
HEALTH DEPARTMENT

Staff Recommendation

It is recommended that the Board of Supervisors (Board):

- Receive a status report on the County of Monterey Health Services Campus Master Plan Project Phase I at 1443 Constitution Blvd. in Salinas, CA
- Provide direction to staff on preferred option:
  - Proceed with constructing one MHRC only and one support building;
  - Proceed with Phase 1, Part 1 of project (three MHRCs and one support building);
  - Proceed with Phase 1, Part 1 and Part 2 of project (six MHRCs and one support building);
  - Cease future work on the project.
- Provide further direction as appropriate

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Background

- On October 28, 2025, the BOS received a project status update and expressed concerns, paused the project, and requested further information gathered

- Concerns Shared:
  - Jail Site Feasibility
  - Public Outreach
  - Fiscal Model/Sustainability

- Staff were directed to return to the Board with an update on December 9, 2025

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Jail Site Feasibility

The Monterey County Sheriff's Office is using the site for:

- Program and Vocational Spaces
- Program Staff and Contractor Offices
- Laundry Operations
- Events and Fairs
- Staff and Tactical Training
- Community Collaboration
- Planned Expansion of Discharge and Reentry Integration

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Outreach Efforts (since Oct. 28)

Outreach Type	Date(s)	Details
Mailers	Nov. 3, 2025	Mailed Fact Sheet and Listening Session Flyers to homes within 300ft of site
Door-to-Door Outreach	Nov. 5 and 8, 2025	Visited 33 Homes within 100ft of site, engaged with 16 residents, and left flyers in the remaining homes
County Media Briefing (Zoom)	Nov. 12, 2025	BHB Staff attended County Media Brief to provide information on Listening Sessions.
Listening Session (hybrid)	Nov. 13, 2025	12 in-person and 29 online participants
Listening Session (hybrid and livestream)	Nov. 17, 2025	20 in-person, 28 online participants, and 114 views as of December 2, 2025
Mailers	Nov. 3, 2025	Mailed Fact Sheet and Listening Session Flyers to homes within 1,500ft of site
BHB Quarterly All Staff Meeting (Zoom)	Dec. 3, 2025	Provided a project update and service/revenue projections
Press Release	Dec. 4, 2025	Health Public Information Officer issued a press release to Media, Board of Supervisors and City/County Elected Officials
Listening Session (hybrid and livestream)	Dec. 6, 2025	Verbal update to be provided due to submission deadlines

Community/Stakeholder Feedback

Social Media Feedback

Fiscal Model Review

BHB staff met with County of San Mateo staff to review t MHRC fiscal model

County of San Mateo reviewed and validated BHB's model and assumptions. Some considerations:

- San Mateo noted providers' budgeted costs exceeded initial estimates
- Fiscal prudence warranted revised operating cost estimates
- Utilized Cordilleras' budget model inflated to FY 26 dollars
- No changes to construction costs or debt service projection

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COUNTY OF MONTEREY HEALTH DEPARTMENT

Understanding Behavioral Health Revenue Growth Opportunities

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Reminder: CalAIM Payment Reform

Pre-Payment Reform

- Cost Settlement
  - Interim Rates adjusted annually for inflation and cost-report changes
  - Per-minute rate
  - Reimburse for Direct Service, Documentation, and Travel Time

Post-Payment Reform

- Fee-for-Service
  - Fee-for-service rates adjusted annually for inflation
  - Unit-based rate, with each service provider receiving an hourly rate regardless of service type
  - **Direct Service Only**

COUNTY OF MONTEREY
HEALTH DEPARTMENT

Revenue Growth Under Current System Constraints

- We continue to adapt and improve our ability to capture revenue for services already being performed but not captured/billed
  - Educate around common misconceptions about billable vs. non-billable activities
  - Issued practical guidance to staff around ensuring the work they do is claimed appropriately
  - Streamline documentation expectations in alignment with statewide standards
  - Continue to adapt systems to developing state guidance

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COUNTY OF MONTEREY HEALTH DEPARTMENT

Revenue Changes by Fiscal Year

Specialty Mental Health Services (SMHS) Revenue by Fiscal Year				
FY	FFP *(Federal Financial Participation)*	SGF *(State General Fund)*	Total	% Change from Prior Year
21-22	$ 44,263,285.36	$ 2,685,602.78	$ 46,948,888.14	
22-23	$ 51,864,001.37	$ 3,498,439.18	$ 55,362,440.55	18%
***23-24**	$ 46,627,722.25	$ 4,111,243.62	$ 50,738,965.87	-8%
24-25	$ 51,574,556.53	$ 5,501,718.79	$ 57,076,275.32	12%

*First year of CalAIM Payment Reform

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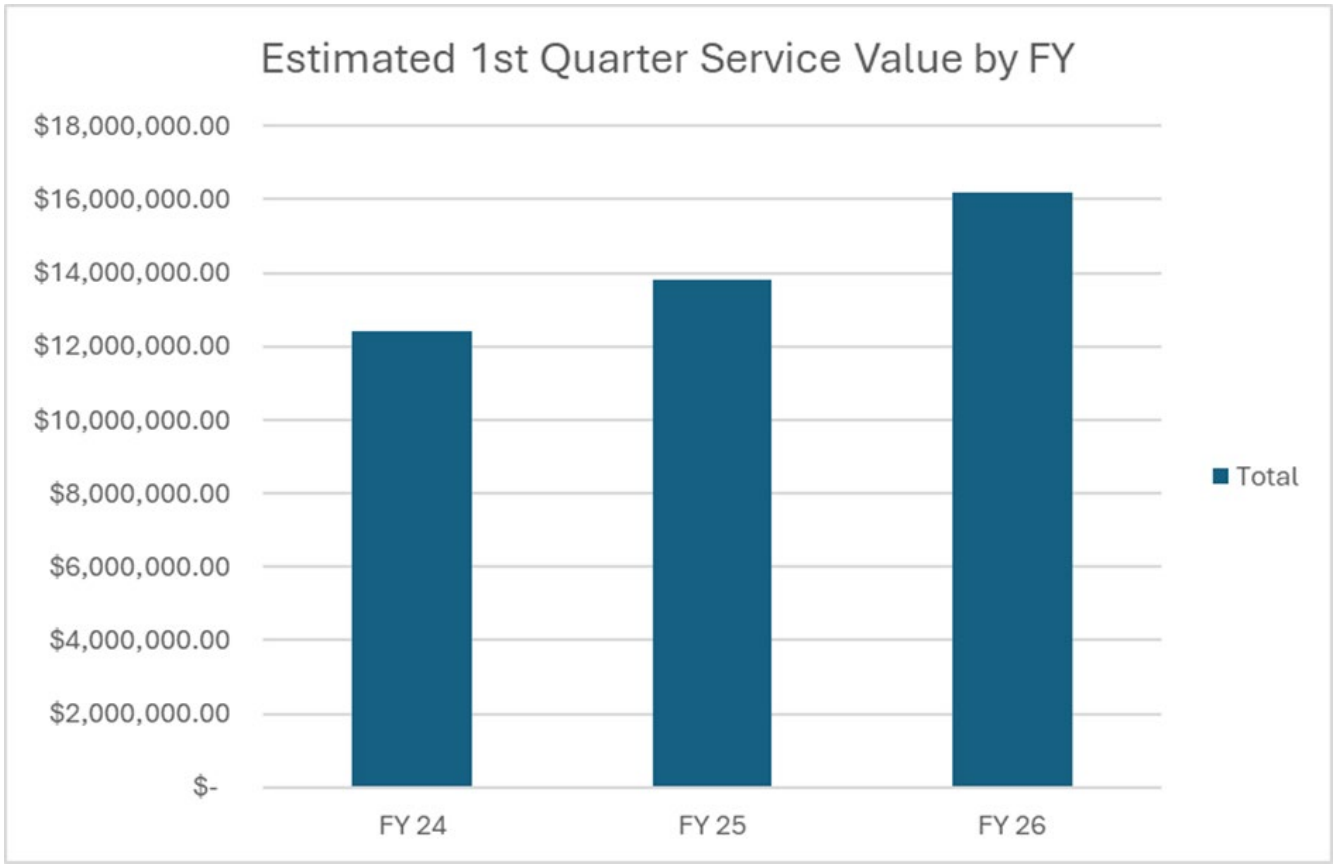
Revenue Growth Under CalAIM



- 11.5% Increase from FY 23-24 to FY 24-25
- 17% Increase from FY 24-25 to FY 25-26

*~3% rate increase annually

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COUNTY OF MONTEREY HEALTH DEPARTMENT

State Behavioral Health Reforms Impacting County BH (2022-25)

New Medi-Cal Benefits

24/7 Mobile Crisis Services (2024)
90-Day Jail In-Reach (2024-2026)
Traditional Health Care Practices (2025)
Peer Support Specialists (optional)
Contingency Management (optional)
BH-CONNECT Waiver Optional Benefits
- *Mental Health IMD*
- *Peers with Forensic Specialty*
- *Community Health Workers*
- ***First Episode Psychosis (BHSA required)***
- *IPS Supported Employment (BHSA required)*
- *Assertive Community Treatment to Fidelity (BHSA required)*
- *Forensic ACT (BHSA required)*
- *Community Transition In-Reach*
- *Clubhouse Services*

BH-CONNECT Waiver Required Benefits
- *Multisystemic Therapy*
- *Functional Family Therapy*
- *Parent-Child Interaction*
- *High Fidelity Wraparound*

Evidence Based Practices (BHSA)
Transitional Rent & Housing Trio (MCP provider & coordination)
*Enhanced Care Management**
*Community Supports (option)**

Program/Quality Reforms

BH Payment Reform
BH Eligibility Criteria
Mental Health & SUD Plan Integration
Documentation Reform
BH Quality Incentive Program
Comprehensive Quality Strategy

Behavioral Health Accountability Set

Standardized Screening & Transition Tools
Closed Loop Referrals
No Wrong Door
CPT Coding
Fiscal Reporting (BHSA)
Outcomes Accountability (BHSA)
FSP Levels of Care (BHSA)
FSP Presumptive Eligibility
SB 525 Min Wage
Centers of Excellence
Network Adequacy
Cultural Competence Plan Reform
NCQA Assessment/Incentive Pool
Revised BHSA Community Planning Process
SB 923 Transgender, Gender Diverse, Intersex Inclusive Care
Opioid settlement funds

Children & Youth

School-Linked Fee Schedule (CYBHI)
FFPSA
AB 2083
OYCR
Immediate Needs Program
Tiered Rate Structure
CANS Alignment
MHSSA
BH CONNECT Activity Stipends

Infrastructure (Treatment, Workforce, & Housing)

Behavioral Health Continuum Infrastructure Program ($2.2billion)
Bond BHCIP ($4.4billion) (BHSA)
Homekey+ ($2.2 billion) (BHSA)
No Place Like Home
Community Care Expansion (CCE)
- *Workforce Funding (BHSA)*
- *Workforce Funding (BH CONNECT)*
- *Data Exchange*

LPS & Crisis Continuum

SB 43 Grave Disability Criteria
- *Involuntary SUD*
- *Necessary Medical Care*
- *Personal safety*

AB 2275 LPS Due Process
AB 2242 LPS Discharge Coordination
SB 929 LPS Reporting
SB 1238 LPS Facilities
988 National Suicide Prevention Lifeline
CARE Court
- *Cohort 1 in 2023*
- *Cohort 2 in 2024*
- *Expanded Reporting*
- *Bipolar 1*
- *SB 27 Referral Petitions*

Housing/Homelessness

BHSA Housing Category
Behavioral Health Bridge Housing
Transitional Rent

Department of State Hospitals

Community Based Restoration
Diversion
Growth Cap/Penalties

Parity

Commercial Plan Contracting Requirement (BHSA)
Commercial Plan Billing

Voter Initiatives

Proposition 36 Treatment Mandated Felonies
Proposition 1 BHSA

Option 1: Single MHRC

Includes 1 MHRC, Support Building, and Site Work

Itemization	Cost
Construction Costs	$74,322,171.12
Interest	$65,636,003.93
Total Project Cost (30 years)	$139,958,175.05

Assumptions

- Debt Issuance of $74,322,171.12
- 4.69% Interest Rate on Debt
- $0 in Grant Funding
- 100% County Utilization

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COUNTY OF MONTEREY HEALTH DEPARTMENT

Option 1 – Annual Costs

Mental Health Rehabilitation Center "Single MHRC" Cost Analysis Summary (Year 1)	
Costs	
Annual Debt Service	$4,665,272.50
Payments to Providers	$3,556,194.96
Annual Building Depreciation (Cost Plan)	$1,486,443.42
Total Costs	**$9,707,910.88**
Revenue	
Property Lease Revenue	$216,000.00
Medi-Cal Revenue	$1,079,319.60
Other County Revenue	$0.00
Total Revenue	**$1,295,319.60**
New Model Annual Cost to County	$8,412,591.28
Annual Average Savings from Payments to IMDs	$1,672,998.42
Annual Income (Expense) (funded by BH revenues)	($6,739,592.86)

- Includes 1 MHRC, support building, and full project site work
- Annual costs are lower than the estimate for 6 MHRCs provided on 10/28

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Option 2: Phase I Part 1 Only

3 MHRCs, Support Building, Site Work

Itemization	Cost
Construction Costs	$114,851,102.93
*Grant Awards	$20,166,779.00
Interest	$83,618,394.94
Total Project Cost (30 years)	$198,469,497.87

Assumptions

- Debt Issuance of $94,684,323.93
- 4.69% Interest Rate on Debt
- $20,166,799 in Grant Funding*
- 73% Monterey County Utilization (35 of the 48 beds)

*Will require approval from DHCS

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COUNTY OF MONTEREY HEALTH DEPARTMENT

Option 2 – Annual Costs

Mental Health Rehabilitation Center "Phase I, Part 1 Only" Cost Analysis Summary (Year 1)	
Costs	
Annual Debt Service	$5,943,423.96
Payments to Providers	$10,668,584.87
Annual Building Depreciation (Cost Plan)	$2,297,022.06
Total Costs	**$18,909,030.89**
Revenue	
Property Lease Revenue	$648,000.00
Medi-Cal Revenue	$2,361,011.63
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Annual Income (Expense) (funded by BH revenues)	($9,350,926.81)

- Includes 3 MHRCs, support building, and full project site work
- Annual costs are higher than previous estimate for 6 MHRCs provided on 10/28

MONTEREY COUNTY BEHAVIORAL HEALTH
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COUNTY OF MONTEREY HEALTH DEPARTMENT

Option 3: Phase I Part 1 & 2

6 MHRCs, Support Building, Site Work

Itemization	Cost
Construction Costs	$172,454,829
Grant Awards	$51,166,779.00
Local Cash Match	$3,100,000
Interest	$104,375,197.84
Total Project Cost (30 years)	$276,830,026.84

Assumptions

- Debt Issuance of $118,188,050.00
- 4.69% Interest Rate on Debt
- $54,166,779.00 in Grant & Local Match Funding
- 36% Monterey County Utilization (35 of 96 beds)

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COUNTY OF MONTEREY HEALTH DEPARTMENT

Option 3 – Annual Costs

Mental Health Rehabilitation Center "Phase I, Part 1 & Phase I, Part 2" Cost Analysis Summary (Year 1)	
Costs	
Annual Debt Service	$7,418,774.93
Payments to Providers	$21,337,169.73
Annual Building Depreciation (Cost Plan)	$3,449,096.58
Total Costs	**$32,205,041.24**
Revenue	
Property Lease Revenue	$1,296,000.00
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Annual Income (Expense) (funded by BH revenues)	($11,330,352.30)

- Includes 6 MHRCs, support building, and full project site work
- Annual costs are higher than previous estimate for 6 MHRCs provided on 10/28

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Option 4 – Cease Further Work

- Cease further work on the project
- Absorb costs incurred to date:

$3,690,354

as of 11/19/25

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

COUNTY OF MONTEREY HEALTH DEPARTMENT

Summary of Options for Consideration and Direction

Project Options	Construction Cost	Grants/Other	Annual Expense to BH	Total Project Cost (30 years)
1 MHRC	$74,322,171.12	$0	$6,739,592.86	$139,958,175.05
Phase I Part 1 3 MHRCs	$114,851,102.93	$20,166,779.00	$9,350,926.81	$198,469,497.87
Phase I Part 1 & 2 6 MHRCs	$172,454,829	$54,266,779.00	$11,330,352.30	$276,830,026.84
End Project (as of 11/19/25)	$0	$0	One Time: $3,690,354	$3,690,354

MONTEREY COUNTY BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

COUNTY OF MONTEREY HEALTH DEPARTMENT

Thank you!

MONTEREY COUNTY
BEHAVIORAL HEALTH
Avanzando Juntos Forward Together

COUNTY OF MONTEREY
HEALTH DEPARTMENT

County of Monterey

Item No.17

Board Report

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

Legistar File Number: OBM 25-187

January 06, 2026

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Referral Matrix and New Referrals

Monterey County Board of Supervisors

MEETING: **January 6, 2026 - Other Board Matters**

SUBJECT: Board Referrals Update

DEPARTMENT: County Administrative Office

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
1	2017.18	9/19/17	Board	CAO		Bokanovich	Request a presentation to the Board of Supervisors with options for commissioner compensation that supports our ability to recruit a diverse and representative pool of commissioners.	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 Sports Authority ("Authority") that they would be proceeding with the design and placement of the skate/bike park within their complex and would include it as part of their operations. Project is on hold pending funding. Staff continues to seek grant opportunities and/or partnerships to fund raise and build the project. Authoriy submitted for FY26 Federal Earmarks through Congresswomen Lofgren's office. Awaiting response.	**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. The project is now fully funded with additional $50,000 is proposed for funding allocated to the project during the FY26 CIP. Construction site work is underway and the project including art panels is expected to be completed by January 2026.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
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
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.Proposed completion date in 2026.	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 Winter 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. **Referral on hold pending results/recommendations received from the Board of Supervisors requested Sheriff Ofice financial audit.**	**On hold**
10	2022.04	2/1/2022	Church/Lopez	~~PWFP~~ HCD		~~Ishi~~ 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. Staff is exploring a "pilot program" option with TAMC.	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

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
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
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 grant funding.	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. A 2 hour workshop at the Board of Supervisors has been scheduled to review the Facilities Master Plan that will include options for reuse of Laurel Yard for the Board to consider. The Board's direction from this workshop will ultimately be incorporated into the FMP and fulfill this referral. Proposed completion Winter 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. Proposed completion date in 2027.	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. Proposed completion date in October 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. PW installed railing along Coast Road to help with the illegal parking issues near Bixby Bridge. In addition, PWFP worked with HCD and HCD was able to extend the Emergency Coastal Development Permit approval into 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
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. Proposed completion date of December 31, 2025.	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. The hydrologic and hydraulic study report has been completed and will be presented to the Board. The report presents several options to mitigate the extent of the flooding. The exact option will depend on State and federal regulators, as well as the public and Board if this effort should be funded.	Pending
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~~ Early 2026.	Pending
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. Proposed completion date in October 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. Being reviwed as part of the Facility Master Plan. Completion date in 2026.	Pending
27	2024.13	9/24/2024	Alejo	CAO		Paolinelli	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 on October 7, 2025.	Pending

Item #	Brd Rfl #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
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. A preliminary response will be presented to the Board on February 25, 2025. Staff provided a preliminary response to the Board on 12/3/24 and were directed to return to the Board after presenting to the Coastal Commission consideration. Coastal Commissiong consideration in 2025. Proposed completion date in early 2026.	Pending
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
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. The parking prohibition has been extended since the Caltrans work in the vicinity is expected to continue through 2026.	Pending
33	2025.06	6/10/2025	Alejo/Lopez	Health		Jimenez	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. Staff was directed to return with a more comprehensive analysis of referral and anticipated effort for completion in September 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~~ September 30, 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 30, 2025. Staff will provide an update to the Board on October 21, 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. A preliminary response will be provided to the Board on September 30, 2025.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
37	2025.10	8/26/2025	Alejo	Health		Jimenez	Monterey County Spay and Neuter Ordinance for Cats and Dogs	The purpose of this referral is to enact a Spay and Neuter Ordinance for cats and dogs to address pet overpopulation, euthanasia rates, and overcrowded shelters with minimal staffing. A preliminary response will be provided to the Board on September 30, 2025.	Pending
38	2025.11	9/16/2025	Church	PWFP		Ishii	No Recreational Vehicle Parking on Railroad Avenue in Pajaro	This referral request for the Board of Supervisors to consider adoption of an ordinance to prohibit recreational vehicle parking on the entirety of Railroad Avenue in the unincorporated area of the County of Monterey and establish a tow-away zone, authorizing the immediate removal of vehicles that violate this no-parking restriction. Staff will provide a preliminary response on November 4, 2025.	Pending
39	2025.12	10/14/2025	Church	CAO	Paolinelli/Vaughn		Formation of an Ad Hoc Committee on the Salinas Train Station (Intermodal Transportation Center) between the City of Salinas and County of Monterey.	The purpose of this referral is for the committee to coordinate station upgrades and maintenance, develop tourism strategies, develop economic development strategies, engage stakeholders, and identify funding opportunities. Staff provided a preliminary response on December 10, 2025. An Ad Hoc Committee has been established by the Board.	Pending
40	2025.13	10/21/2025	Alejo	CAO	Chiulos/Pasculli		County of Monterey Facility Naming Policy	The purpose of this referral is to create a formalized process and policy for naming County of Monterey-owned and county-operated facilities. Staff provided a preliminary response on December 10, 2025.	Pending
41	2025.14	10/21/2025	Alejo	CAO	Paolinelli/Vaughn		Monterey Count Arts Master Plan	The purpose of this referral is to initiate the development of an Arts Master Plan for the County of Monterey, designed to establish a long-term vision for promoting, supporting, and expanding public art throughout the county's unincorporated areas. Staff provided a preliminary response on December 10, 2025.	Pending
42	2025.15	10/28/2025	Church	HCD/County Counsel	Spencer/Blitch		Urgency ordinance adopting a moratorium on Battery Energy Storage System (BESS) facilities in unincorporated Monterey County while regulations for BESS operations are developed	This referral seeks to adopt an urgency ordinance placing a moratorium on BESS facilities in unincorporated Monterey County and develop a countywide policy and oversight framework to govern the operations of all BESS facilities in Monterey County for the health and safety of residents and the environment. Staff will provide a preliminary response on November 18, 2025.	Pending
43	2025.16	11/18/2025	Alejo	NMC/Health	Harris/Jimenez		Esperanza Care 2.0	The purpose of this referral is to bring back the Esperanza Care Program in light of thousands of Monterey County residents who are expected to lose their MediCal coverage starting in 2026. Staff will provide a preliminary response on January 13, 2026.	Pending
44	2025.17	11/18/2025	Askew	CAO	Chiulos/Hollingsworth		Local Government Outer Continental Shelf (OCS) Coordination Program and Coalition	The purpose of this referral is to consider adopting a resolution to affirm the County of Monterey's opposition to offshore drilling and seabed mining, as well as consider joining and financially contributing to the Local Governments OCS Coordination Program to ensure the local government perspective is not diminished in federal decision making. Staff will provide a preliminary response on January 6, 2026.	Pending

Item #	Brd Rfi #	Assignment Date	Referred By	Lead Dept.	Sub-Depts.	Project Lead	Item	Report	Status
45	2025.18	12/10/2025	Daniels	HCD	Spencer		History and Status of Monterey County Trails: Jack's Peak to Laureles Grade	This referral seeks to better understand the status of trail alignments on private land throughout the general area between Jacks Peak, Laureles Grade, Highway 68 and Carmel Valley Road. Staff will provide a preliminary response on January 6, 2026.	Pending
								Completed by Executive Assistant on December 16, 2025	

Introduced: 12/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

Receive a preliminary response to ***Board Referral No. 2025.17*** (Askew) regarding affirmation, through resolution, of the County of Monterey's opposition to offshore drilling and seabed mining, and consider joining and financially contributing to the Local Government Outer Continental Shelf Coordination Program to ensure the local government perspective is not diminished in federal decision-making.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Receive a preliminary analysis report in response to Board Referral No. 2025.17 (Attachment E), and;

b. Direct staff to proceed with the completion of its response to the referral based on the proposed project description in this report; or,

c. Direct that staff:

i. Proceed with completion of its response to the referral based on modifications by the Board; or,

ii. Return to the Board with a more comprehensive analysis of the referral and anticipated effort for completion

d. Rescind the referral; or,

e. Provide further direction, as appropriate.

PRELIMINARY ANALYSIS:

Referral Summary: With the signing of Executive Order No. 14154 - Unleashing American Energy Act in January 2025, federal agencies moved quickly to open new offshore drilling opportunities. In April 2025, President Trump signed Executive Order No. 14285 - Unleashing America's Offshore Critical Minerals and Resources, which promotes deep seabed mining, posing serious threats to California's coastal economies, marine ecosystems, and climate goals. As a result, Santa Cruz County moved to re-establish the Local Governments Outer Continental Shelf (OCS) Coordination Program and invited the County of Monterey to join. The original membership included the counties of Santa Cruz, Monterey, San Luis Obispo, San Francisco, Marin, Sonoma, Mendocino, and Humboldt, as well as several cities -among them Santa Cruz, Laguna Beach, and Newport Beach-and the San Diego Association of Governments (SANDAG).

Local governments often lack the staff capacity to track rapidly evolving federal actions, evaluate complex technical documents, and engage directly with Congress and federal agencies. Without coordinated participation, the local government perspective is also more easily overlooked in federal

decision-making. The program would address these challenges by providing a structured, collaborative framework with shared resources, regular updates, and dedicated federal representation. The estimated annual coordination cost is approximately $250,000, to be distributed among participating jurisdictions to minimize individual cost burdens. As of December 4, 2025, the following jurisdictions had joined the program:

1) City of Santa Cruz
2) Santa Cruz County
3) Sonoma County

Background: In the 1970s, the federal government initiated the offshore oil-drilling lease process along the California coast. In response, federal and state leaders opposed the proposal, and coastal communities joined together to resist it. (Attachment A - printed April 1998).

The current federal administration is proposing an accelerated schedule for offshore oil-drilling leases, making a timely response critical, as such drilling would exacerbate climate change impacts on coastal communities. Notably, the County of Monterey has actively engaged on this issue, submitting comments on several relevant federal bills related to the proposal. For reference, those letters and comments are included in Attachment C.

This request seeks a coordinated effort among local coastal communities to engage in both the legal and political opposition to this initiative.

Estimated Project Cost: Project costs are approximately $250,000 per year, shared among participating local agencies, with per-jurisdiction costs varying based on total participation. Funding would primarily support hiring Richard Charter (Attachment B - Mr. Charter's Resume), the original consultant and founder of the Local Governments OCS Coordination Program, to serve as a consultant managing operations. To date, the following jurisdictions have adopted the resolution to join and have contributed financially:

City of Santa Cruz: $29,000
Santa Cruz County: $29,000
Sonoma County: $30,000

Staffing Level Estimate: It is anticipated that at least one county staff member will be involved, along with consultation of the County of Monterey's contracted federal lobbyist group, Ballard-Spahr, LLC. However, by joining, it is expected that Mr. Charter will handle most of the engagement with the federal government on this issue.

Departmental Challenges: The County of Monterey currently contracts with Ballard-Spahr, LLC for federal lobbying services and maintains a full-time Legislative Program Manager in the County's Administrative Office. Many municipalities, however, lack dedicated staff or outside lobbyists for legislative priorities. As a result, participating in a program to fund federal lobbying could be seen as duplicating resources. Nevertheless, there are clear benefits of regional collaboration among governments on this high-priority issue.

Proposed Response Date: Staff proposes to return to the Board in January 2026 with next steps based on the Board's direction, unless the referral is rescinded.

Prepared by: Nicole Hollingsworth, Legislative Program Manager
Approved by: Nicholas E. Chiulos, Assistant County Administrative Officer

Attachments:
Attachment A
Attachment B
Attachment C
Attachment D
Attachment E

County of Monterey

Board Report

Legistar File Number: PAR 25-022

Item No.

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

January 06, 2026

Introduced: 12/10/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Preliminary Analysis Report

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Prepared by: Nicole Hollingsworth, Legislative Program Manager
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Attachments:
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Attachment E

The California OCS
Local Government Coordination Program

Facilitating the Local Role in Offshore Drilling Decisions

Why Local Governments Need to be Involved in Offshore Drilling Decisions:

Local communities bear the primary impacts of offshore drilling, even though the drilling activities occur on the Outer Continental Shelf (OCS) under the federal jurisdiction of the Department of Interior. Air pollution from drilling operations inevitably blows ashore, the commercial fishing industry is displaced by drilling rigs, oilspills close recreational beaches, and onshore industrial facilities are needed to support petroleum development offshore. For these reasons, local government agencies were granted a role in federal OCS leasing decisions when Congress adopted the OCS Lands Act Amendments in 1978. Post-lease decisions relevant to offshore drilling come under local jurisdiction through the Local Coastal Programs adopted pursuant to the Coastal Zone Management Act, as well as through other local land-use and planning policies.

In spite of a clearly-defined legislative mandate for local participation in the OCS decisionmaking process, experience in California over the past decade has demonstrated that local agencies must protect their interests with an assertive, coordinated, and high-profile strategy. Balanced against the considerable economic power and lobbying clout of the oil industry, local communities have found it necessary to diligently pursue their legitimate role in this dialog or be largely left out of the process. The protection of local interests, such as regional economies based on commercial fishing and coastal-dependent tourism, requires an ongoing effort. An effective local role relies on a constant flow of information between local agencies and the Congress, the Governor, and the Department of Interior. City Councils and County Boards of Supervisors need to remain constantly in close contact with one another, with their Congressional Delegation, with the State Legislature, and with their own constituents. The periodic opportunities for local input need to be met with an appropriate and timely local response. In California, for the past eight years, this critical city and county role in OCS decisions has been effectively facilitated by the Local Government Coordination Program.

The Local Government Coordination Program– Staff Support and Lobbying Services for Local Agencies Statewide

Californians place a very high priority on coastal protection. This fact is evidenced by the extensive system of parklands which grace our coastline, as well the intensive public use which these parklands enjoy. While California remains the fourth largest producer of domestic petroleum nationwide, the public has grown increasingly concerned over how and where new offshore drilling will occur. This intense public concern over coastal drilling has created increasing responsibilities for local governments which must respond to federal OCS leasing proposals and also address plans for creation or expansion of onshore facilities to support offshore drilling. Local elected officials in coastal jurisdictions now find themselves on the front lines of a controversy which pits major multinational corporate interests against public policies favoring coastal protection. Frequently, staff support on OCS issues at the local level is unavailable or overburdened.

Eight years ago, local agencies along the California coast came up with a cost-effective solution to the need for local expertise by creating the Local Government Coordination Program. Since that time, the Local Government Coordination Program, directed by Richard Charter, has responded to the needs of local officials statewide with a proven track record of legislative successes, timely information, and technical expertise on OCS matters. This program has successfully addressed the many facets of the OCS leasing dialog throughout the terms of two federal Administrations, four Interior Secretaries, and two California Governors. The Coordination Program works on an ongoing basis with the California Congressional Delegation in a bipartisan fashion. The results of this cooperative intergovernmental effort speak for themselves.

A Winning Track Record:

The Local Government Coordination Program operates according to a well-defined work program administered by the County Administrative Office at the County of Santa Cruz. This work program emphasizes interagency coordination among participating local governments as well as close cooperation with Congressional representatives. The Local Government Coordination Program does not formulate policy, but rather develops suggested position papers which are made available to local officials for consideration as appropriate OCS decision points present themselves. Local agencies, acting with the staff support provided by the Program, adopt their own resolutions as determined by constituent participation and local concerns. The Coordination Program then works to translate these local positions into legislative policy. This involves coordination with the responsible federal agencies and with the Congress. Frequently, interests shared in common with other coastal states permit multi-state legislative strategies which facilitate major Congressional actions addressing local concerns.

Critical Services Provided by the Local Government Coordination Program:

Interagency Coordination:

Your agency needs to know when it is time to take action on behalf of your coastline. You need to know what comprises an appropriate response in a given situation. You need to know where to direct your views. Important deadlines appear quickly. Your participation in the Coordination Program ensures that key actions are taken by your agency in time to meet these deadlines in concert with other local governments. You will receive regular "OCS Action Alerts" as well as the popular new publication, "On the Coast". These publications make it easy to stay up to date.

Staff Support:

The Program provides timely technical information and legislative analysis which is tailored to the needs of local governments. Clear, concise action alerts let you know what's going on, how to influence decisions, and when you need to act. Your decisions and actions will benefit from the perspective provided by a national overview. Your agency will benefit from a comprehensive knowledge of the legal precedents, the legislative history, the Congressional agenda, and a careful analysis of political strategy.

Tracking Legislation and State and Federal Agencies:

What's going on along your coastline? What is the Department of Interior doing right now? What is the Congress doing and when will they act? What is going on in the State Legislature? Where does the Governor stand? How does the Environmental Protection Agency influence the decision at hand? What authority does the California Coastal Commission have? The OCS issue is moving rapidly on myriad fronts. When something is happening in Washington, D.C. or in Sacramento which affects your coastline, you'll know about it and you will be a participant.

Lobbying Activities:

When the time comes for a group of local officials to engage in direct lobbying in Congress, you will be able to join in the effort. Legislative target lists, talking points, and access to key players is provided. There is no legislative tactic which is more successful than going to the decisionmakers in person, at the appropriate time, to make your case. Legislative action has proven to be one of the greatest successes attributable to the Coordination Program.

Media Relations:

The print media, television, and radio are primary tools utilized by the Program on behalf of local governments. The public wants to know what is happening with regard to federal plans for offshore drilling on the California coast. The Coordination Program provides an educated response to local, regional, and national press whenever OCS news is breaking. Reporters nationwide call the Program every day for OCS information. The news media is constantly seeking basic background, an informed quote for a deadline story, or a list of news sources for detailed research. Because the Coordination Program has been consistent in providing reliable information, it enjoys a long-term credibility with reporters. The Coordination Program maintains state-of-the-art telecommunications contact with news services such as United Press International, Associated Press, and the Washington Post, as well as traditional clipping services which track local papers and the petroleum trade publications. Relevant news items are forwarded to Coordination Program participants as necessary. The Coordination Program has produced successful press events for local officials visiting Washington, DC, as well as conducted numerous press conferences held in California. The Program maintains a membership in the PR Newswire in Washington, DC, enabling instant dissemination of local news items to the national media via computer when needed.

Public Relations Services:

Generating broad public awareness of the concerns of local governments relevant to the OCS issue comprises one of the major work tasks for the Program. Professional graphic arts and video production services are provided by the Coordination Program, based on twenty-two years of public relations experience serving major commercial clients. Newsletters, brochures, posters, and radio and television commercials have been designed and produced for participating local agencies. An aware and educated public is frequently the most important element in determining the outcome of key decisions affecting the coast. Turnout for public hearings, written comments in response to document review periods, or draft letters in support of important legislation have all been provided through the outreach services of the Program. The results of this outreach program have been extremely successful in elevating the OCS controversy in the public consciousness.

A number of the publications which have been designed and distributed by the Local Government Coordination Program.

Information Clearinghouse:

The offshore drilling issue requires local agencies to stay abreast of current information on a broad range of topics. The Local Government Coordination Program serves as an information clearinghouse for technical data relevant to the OCS issue. The Program tracks all relevant technical conferences, reviews scientific and industry publications, and researches relevant technical subjects. When you need information about any facet of the OCS topic, one phone call will bring you prompt answers to your questions. If what you need is not already in the extensive library maintained by the Program, the answer will be researched without delay.

Legal Coordination:

When necessary, the Coordination Program serves as the facilitating entity for a coordinated legal response to inappropriate actions undertaken by federal agencies. The clout of local agencies in the courts has been significantly enhanced through multi-agency legal actions. The Program identifies appropriate legal options, suggests competent counsel, and facilitates cooperative legal strategies. The courts logically exhibit a greater receptivity to an action brought by twenty plaintiff agencies acting in concert than to unilateral actions undertaken by a single entity. The economic efficiency provided by coordinated legal action makes possible the best possible legal representation when such action becomes necessary in defense of the coast.

Speakers Bureau:

Gatherings of civic groups, national conferences, and legislative hearings have all benefitted from detailed presentations on the OCS issue presented by Coordination Program Director Richard Charter. The public awareness of the OCS topic has been greatly enhanced by periodic reports to the state legislature, speeches to national groups, and updates for individual Boards of Supervisors and City Councils provided by the Program. These presentations serve to broaden the understanding of the complex OCS topic by those in a position to influence the outcome.

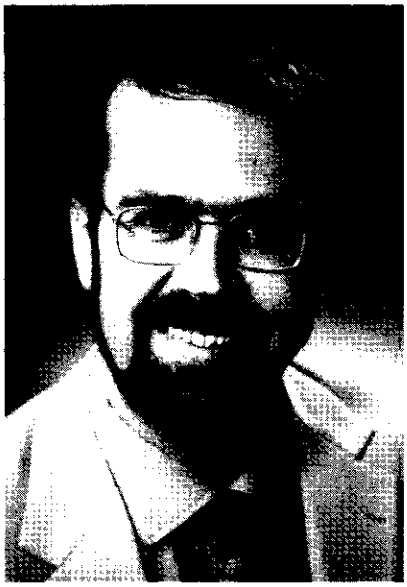


Photo: Marlin L. Nelson

Richard Charter has directed the Local Government Coordination Program since its inception.

Accomplishments of the Program:

Moratorium Provisions–Congressional Protection for the Coast:

Seven consecutive years of protection have been provided through Congressional action. This protection has primarily been accomplished by utilization of annual Congressional funding bans applied to the Appropriations Bill for the Department of Interior. As the aggressive OCS leasing policies of Interior Secretary James Watt threatened the most sensitive portions of the California coastline, local government pressure articulated through the Coordination Program was instrumental in convincing Congress to intervene. After Interior Secretary Hodel reneged on his 1985 agreement over OCS leasing offshore California, the Coordination Program helped to convince Congress to delay all new California OCS leasing until the next Administration (February 1989).

Preserving Coastal Zone Management Authority in OCS Leasing Actions:

When Interior Secretary Watt proceeded to lease environmentally-sensitive tracts offshore central California over the objections of the California Coastal Commission, the Coordination Program enabled numerous local agencies to mount the necessary legal challenge in response. Twenty-four local governments ultimately joined the State of California as Intervenors in pursuing legal action through the U.S. Supreme Court. More recently, the Department of Commerce has undertaken actions aimed at undermining legitimate Coastal Zone Management authority in California. The Coordination Program has facilitated "Dear Colleague" letters and other Congressional actions designed to preserve the important coastal management role being carried out by the California Coastal Commission.

Protecting the Local Role in OCS-Related Land Use Decisions:

The Program has been instrumental in Congress and in California in assisting Santa Barbara County in protecting their local voice in decisions during the development phase of OCS activities. With the assistance of the Coordination Program, Santa Barbara County was able to achieve a favorable outcome in the county's confrontation with Exxon over company plans to continue utilization of a risky and polluting "Offshore Storage and Treatment Vessel" off of the Santa Barbara coast. In addition, the Coordination Program has assisted in the passage of a total of seventeen local ordinances throughout California which are designed to preserve the local voice in land-use decisions related to onshore OCS facilities. Recently, when the Western Oil and Gas Association filed suit seeking to overturn many of these local ordinances, the Coordination Program brought together a collective legal defense strategy which has resulted in a cost-effective and well-planned legal defense.

Accomplishments:

Expanding Local Agency Involvement in OCS Issues in California:

The network of local agencies served by the Local Government Coordination Program in California has undergone extensive expansion since the Program was first established eight years ago. A computer data-base of interested and dedicated local officials is maintained and is constantly being expanded. The Coordination Program has been used as a model by other coastal states seeking to strengthen the local role in federal OCS leasing decisions.

Creation of a National Coalition on OCS Issues:

In March of 1988, representatives of major coastal interest groups from Florida, New England, the Gulf states, Alaska, Oregon, Washington State, and California held their first meeting in Washington, DC. A very considerable constituency nationwide was represented at this three-day meeting. The media coverage of this conference helped to elevate the coastal protection issue from a multi-regional provincial topic to the national political agenda. This meeting saw the formulation of a strategy involving multi-state cooperation in Congress and the courts. Two weeks after this national conference, Interior Secretary Hodel announced that he was deleting the Florida Keys from further consideration for leasing in the current Five-Year OCS Plan, an action potentially related to the national response to his leasing proposal. Continued cooperation among various regions of the country is now taking place, with the Coordination Program playing a key role in these efforts. Congressional intervention in Interior's leasing plans for sensitive areas offshore California and New England, a stronger role in leasing decisions for coastal states under the Coastal Zone Management Act, and a national media campaign focused on coastal protection are a few of the elements encompassed in the national strategy. The offshore drilling controversy has clearly become a national issue in the 1988 Presidential campaigns.

Liaison Between Local Governments and Citizen Groups:

The commercial fishing industry, the visitor-serving industry, and numerous established citizen groups have many interests in common with coastal local governments with respect to the OCS issue. In recognition of this fact, the Coordination Program assisted in the formation, eight years ago, of a statewide coalition of interest groups responding to OCS-related proposals. The Coordination Program continues to participate in the OCS Coalition on an ongoing basis. In addition, a new Southern California OCS Coalition has recently been founded with assistance from the Coordination Program.

Technical Support and Liaison with the California Congressional Delegation:

A bipartisan consensus on OCS topics within the California Congressional Delegation is due in large part to the close communication between local officials and their counterparts on Capitol Hill. This intergovernmental communication has been facilitated by the Coordination Program. Since 1985, Richard Charter has spent as many as three and four months of the year maintaining an office in Washington, DC, for the purpose of providing staff support to Congressional representatives engaged in day-to-day deliberations over OCS proposals for the California coast. This direct ongoing presence has enabled local agencies to stay in close contact with the Congress at critical junctures in the decisionmaking process.

Protection for the Commercial Fishing Industry:

The Local Government Coordination Program has played a key role in legislative and regulatory initiatives aimed at protecting the commercial fishing industry along the California coast. Most recently, the Coordination Program played a pivotal role in helping to convince the California State Lands Commission that permits for seismic survey activities conducted by geophysical vessels operating within state waters should be subject to preparation of an Environmental Impact Report. Evidence of significant impacts on the commercial fishing industry was researched and incorporated in testimony presented by the Program at key hearing opportunities in Sacramento. The resulting unanimous ruling by the State Lands Commission has curtailed all seismic survey activities within state waters until a full environmental impact document is prepared and subjected to public review.

Legal Coordination:

The California Attorney General is presently engaged in litigation challenging the Department of Interior Five-Year OCS Leasing Plan on behalf of the State Lands Commission and the California Coastal Commission. The Coordination Program has facilitated the participation of several local agencies as Intervenors in this litigation on behalf of the State of California. Several other coastal states are also participants in this action. At issue is whether or not the Department of Interior complied fully with relevant federal laws when preparing the current Five-Year OCS Leasing Plan.

National and Statewide Conferences:

The Local Government Coordination Program co-sponsored the successful "Troubled Waters: The Future of the Coast" conference held on November 9, 1987 in Santa Monica, California. This conference attracted an overflow crowd from around the state and the nation. Conference presenters included key Congressional players, local leaders on the OCS issue, informative technical panels, and "Cheers" television star Ted Danson. Mr. Danson presided over a unique awards ceremony for local officials who have played important roles in protection of the coast. All Presidential candidates were invited to address the conference via videotaped interviews. On January 25, 1988, the Coordination Program produced another well-attended conference in San Francisco, entitled "Saving the North Coast: A State of the Coast Conference on Mendocino and Humboldt County Offshore Drilling Issues". Speakers at this conference included California Lieutenant Governor Leo McCarthy, Attorney General John Van deKamp, local elected officials, and several well-received technical panels. This "Saving the North Coast" conference helped to set the stage for the massive turnout for the public hearings on Lease Sale #91 held two weeks later in northern California.

Photo: © 1988 Kent Reno

Over 3500 people attended the Lease Sale #91 public hearings held by the Department of Interior in Ft. Bragg.

The Largest Public Hearing Ever Held in California:

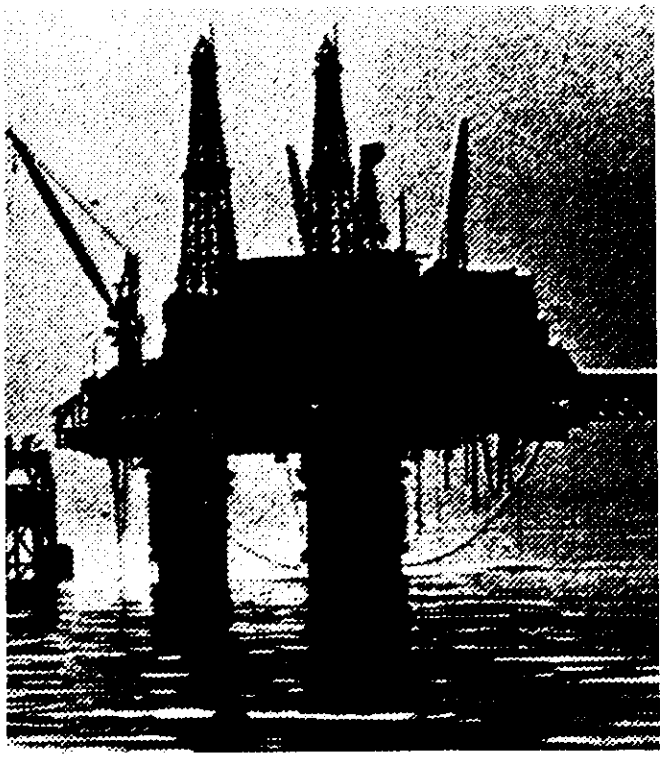
In early February of 1988, a Department of Interior hearing panel traveled to northern California to take public testimony on the Lease Sale #91 proposal, which targets the coast of Mendocino and Humboldt Counties. The hearing panel began to get the idea that something unusual was occurring when the February 1 hearing in Eureka overwhelmed the hearing room and had to be continued for eighteen hours, well into the early morning hours. But the Eureka hearing, extensive as it was, proved to be only a warmup for the followup hearing begun on February 3 in Ft. Bragg. Over 3500 people turned out for the Ft. Bragg event, quickly filling the hearing hall beyond its 600-person capacity. Another 200 individuals gathered in a nearby church to watch the proceedings on a video link. Eventually, an entire block-long section of the street outside was closed, filling with people from end to end. The massive crowd outside was addressed by author Alice Walker and other luminaries, and entertained by singers Bonnie Raitt and Holly Near.

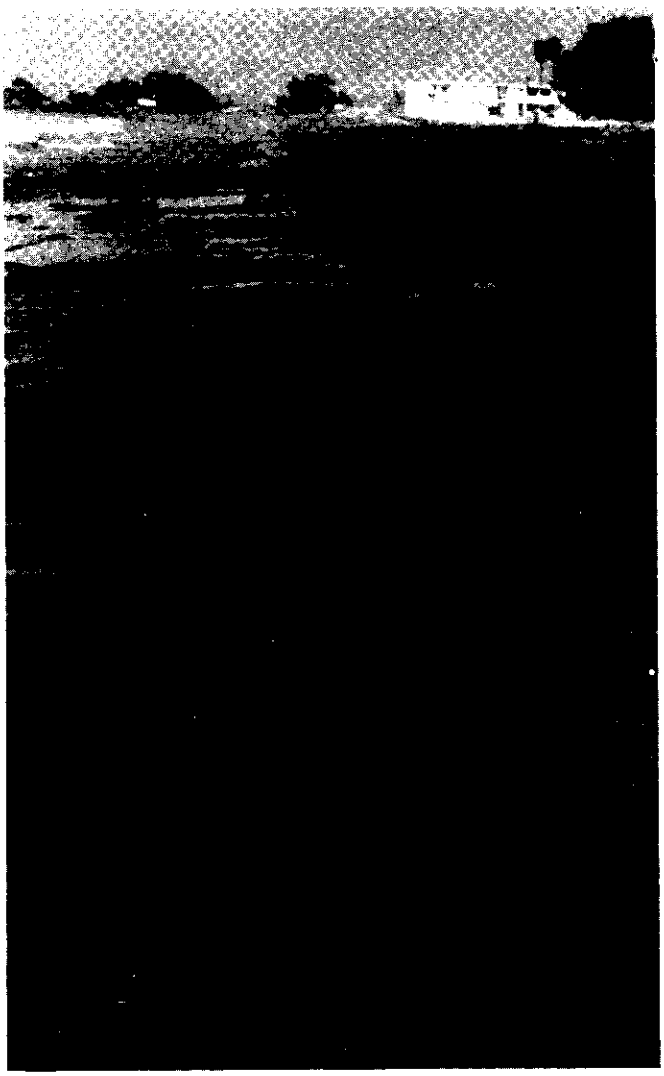
Inside the hearing, Lieutenant Governor Leo McCarthy, Attorney General John Van deKamp, former San Francisco Mayor Dianne Feinstein, and a nearly endless procession of elected officials and citizens testified against Lease Sale #91 and in favor of proposed California Ocean Sanctuary Legislation. The Department of Interior had sent out written confirmation of specific timeslots for presenting testimony to many of the 1000 individuals who had signed up to testify. Over 750 people who had pre-registered to testify were eventually turned away by the Interior Department without being allowed to speak. After two days and half of one night filled with 25 hours of highly-charged testimony, the hearing panel finally gave up due to exhaustion and closed the proceedings. The legal process for Lease Sale #91 may have been seriously flawed by the premature conclusion of the hearing. The national media, in the meantime, had a field day with the immense crowd scene. The Ft. Bragg public hearing was covered on NBC Nightly News by Tom Brokaw, the "Today" Show, and the Boston Globe, among others. All over the nation, and especially on Capitol Hill, Americans were awakened to the threat posed by OCS development to the national treasure represented by the north coast. Logistical support in preparation for the Ft. Bragg hearing provided by the Local Government Coordination Program included design and production of 60,000 brochures publicizing the event, production and distribution of 10,000 posters, funding for 15 television spots, and a 15,000 piece mailing to coastal property owners. Media relations before, during, and after the event were a primary responsibility of the Coordination Program.

Photo: Rick Frailes

Senator Pete Wilson addresses the November 1987 "Troubled Waters" Conference in Santa Monica.

Future Challenges to the California Coast:





Blowout. Robert Sollen

The Need for Continued Cooperative Action on Behalf of Local Governments:

Congressional Protection:

Congressional intervention in federal OCS leasing proposals which presently threaten environmentally-sensitive portions of the California coast is the single highest priority for the Local Government Coordination Program. This will consist of support for the California Ocean Sanctuary legislation as well as interim measures designed to provide temporary protection. Capitol Hill and national media efforts are planned in support of this task.

Northern California Lease Sale #91:

The pre-lease planning process being conducted by the Department of Interior is continuing to move forward. Recent public hearings on the Sale #91 Draft Environmental Impact Statement resulted in a record turnout of elected officials and citizens opposing this proposal. This massive response was largely the result of media and public relations efforts conducted by the Local Government Coordination Program. Additional important steps in the pre-lease administrative process include publication and public review of the Final Environmental Impact Statement as well as preparation of comments by the Governor and local agencies on the Proposed Notice of Sale. Lease Sale #91 is presently scheduled to be held in February of 1989, targeting nearshore tracts along the entire coastline of Mendocino County and most of the Humboldt County coast. Cooperative legal strategies on behalf of local governments may become necessary in the event that this proposal remains on track as proposed.

Southern California Lease Sale #95:

The initial "Call for Information" and subsequent "Scoping" steps have already taken place in preparation for southern California Lease Sale #95. Indications are that the focus of petroleum industry interest in this lease sale is on areas which have previously been under Congressional protection through the Moratorium process. Lease Sale #95 anticipates leasing activities on nearshore tracts off of San Simeon, within Santa Monica Bay, near the Palos Verdes Penninsula, along the Orange County coast, and offshore Oceanside and La Jolla. The Hodel Five-Year OCS Schedule had called for the release of a Draft Environmental Impact Statement and southern California public hearings during the summer of 1988. Recently, these planning steps have been deferred for approximately four months, presumably to avoid controversy during the period immediately prior to the 1988 general elections. This revision to the Sale #95 planning process will place the public hearings in late November of 1988. As the public hearings and other planning steps for Lease Sale #95 proceed, the Local Government Coordination Program will be assisting local agencies and the public in preparing appropriate technical responses. The sale of tracts under Lease Sale #95 is presently scheduled for January of 1990.

Central California Lease Sale #119:

The third leasing proposal contained in the Hodel Five-Year OCS Leasing Schedule is Sale #119 offshore central California. This sale targets nearshore tracts off of Sonoma, San Mateo, and Santa Cruz counties. Particular areas of geologic interest have been identified near Bodega Bay, Ano Nuevo State Reserve, Half Moon Bay, and Pacifica. The initial planning steps, including the "Call for Information" and "Scoping" hearings, are expected within the next year. After public hearings on the Draft Environmental Impact Statement are completed, the Sale itself is scheduled for March of 1991.

Enhanced Role for Coastal States in OCS Decisionmaking:

Congressional priorities include measures to strengthen the role of coastal states in OCS-related decisionmaking by clarifying the language of the Coastal Zone Management Act (CZMA). Legislation which would accomplish this goal is being actively pursued in the Congress with the assistance of the Local Government Coordination Program.

Defending Coastal Management in California:

Recent efforts by the Department of Commerce to undermine coastal management in California have been met with a cooperative defense on the part of various agencies within the state. The Local Government Coordination Program will continue to work at the local level and in the Congress to defend the regulatory authority of the California Coastal Commission in OCS-related matters.

Stronger Environmental Protections:

The Coordination Program will be working with the Congress on an ongoing basis to ensure that stringent environmental protections are required in federal waters where OCS leasing is presently going forward. Stipulations designed to protect onshore air quality, require oilspill cleanup preparedness, protect the commercial fishing industry, and mitigate the impacts of drilling discharges will be pursued through regulatory and legislative avenues.

Local Response to Geophysical Exploration:

Recent increases in geophysical activities being conducted by seismic ships in anticipation of planned OCS lease sales have resulted in a strong response from local agencies and the public. As the California State Lands Commission proceeds to develop an Environmental Impact Report on geophysical activities, the Coordination Program will encourage local participation in the preparation of this document. In addition, federal permit procedures for seismic ship activity are under study by the Coordination Program at the request of affected local jurisdictions.

Defense of Local Jurisdiction Over Land-Use Decisions:

Local ordinances which protect local authority over OCS-related land use decisions will continue to be defended through the work of the Coordination Program. This activity will consist of legal, legislative, and public relations efforts designed to keep local land use decisions under the purview of local jurisdictions.

Legal Challenges to the Five-Year OCS Program:

A number of California local agencies are presently pursuing a cooperative legal challenge to the Hodel Five-Year OCS Program in conjunction with the California Attorney General and several coastal states. The Coordination Program will continue to assist the plaintiff agencies in pursuing this action as necessary.

CALIFORNIA OFFSHORE LEASE SCHEDULE (As of 4/14/88)

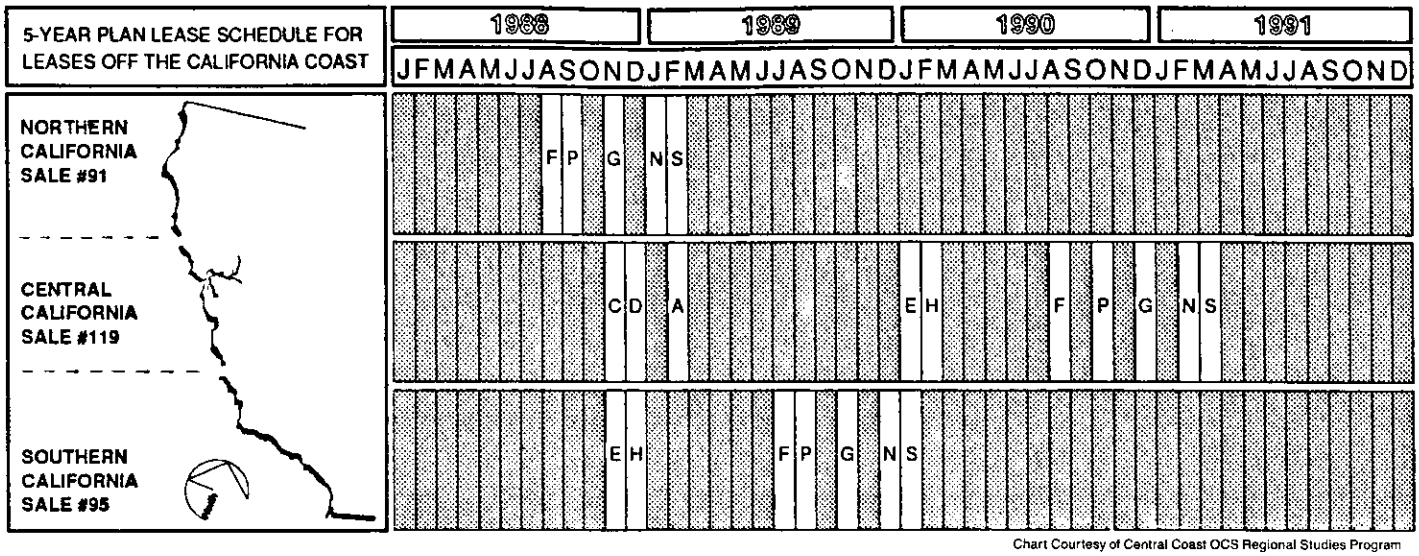


Chart Courtesy of Central Coast OCS Regional Studies Program

C - CALL FOR INFORMATION & NOMINATIONS
D - COMMENTS ON CALL DUE
A - AREA IDENTIFICATION
E - DRAFT EIS
H - PUBLIC HEARING
F - FINAL EIS
P - PROPOSED NOTICE OF SALE
G - GOVERNOR'S COMMENTS DUE
N - NOTICE OF SALE
S- SALE

Program Administration:

Over the years, several counties have volunteered to administer the Local Government Coordination Program, collecting and passing through the funds at no charge to the sponsoring agencies. Currently, the County of Santa Cruz serves as the lead agency for the Program. The Coordination Program is funded on a yearly basis through shared sponsorship provided by participating local agencies statewide, including an equal funding share provided by the County of Santa Cruz. The Program is completely reliant on local sponsorship for financial support. An appropriate yearly share is requested from each county and each city which participates in the Program. The funding cycle for the Program begins each year on July 1, and sponsoring agencies are strongly encouraged to submit their funding share promptly to the County of Santa Cruz to ensure uninterrupted Program services. The Santa Cruz County Administrative Office administers Program funding in compensation for the monthly claims submitted by the consultant. An independent trust fund is maintained by the County of Santa Cruz for the Program, and accrued interest derived from this account is returned to the account itself. The County of Santa Cruz maintains a contractual agreement with the consultant which establishes a monthly ceiling on expenses and consultant services. Periodic written progress reports are provided by the consultant to enable evaluation of each of the specific task elements in the work program. All publications, action alerts, and relevant activities of the Local Government Coordination Program are made available to all participating agencies. In addition, public outreach and public participation activities are emphasized through Program activities in each of the participating jurisdictions.

Protect Your Coastal Resources– Join Us as a Supporting Agency:

The cost savings provided by participation in this shared program are obvious. Retaining additional in-house staff would cost your agency several times the amount required for the shared staff support provided by the Coordination Program. The proven effectiveness of this project and its ability to enable local governments to participate fully in the OCS decisionmaking process guarantees that your agency will receive full value for your commitment as a funding agency. The coming year will offer many challenges to local agencies as the OCS issue enters a very dynamic phase, both in Congress and in the administrative process. Be prepared for the challenges confronting your coastline. Return the coupon below immediately for full information on how your agency can join as a sponsoring member of the Local Government Coordination Program.

Yes, we care about our coastline. Send us, without obligation, a complete information package with details about the Local Government Coordination Program. Thank you.

Send to:
Supervisor Gary A. Patton
Board of Supervisors
County of Santa Cruz
701 Ocean Street
Santa Cruz, CA 95060-4069

name

agency

department

address

state, zip

area code & phone

April 1988. This publication designed by Richard Charter

R RICHARD A. CHARTER
6947 Cliff Avenue, Bodega Bay, CA 94923
(707) 875-2345 landline or (707) 696-1363 mobile/text
email: waterway@monitor.net

SUMMARY OF QUALIFICATIONS

Proven communications and management skillsets in ocean policy and marine ecosystems, coastal conservation, and climate, using digital communication strategies, creative coalition building, and traditional and online organizing techniques. Mr. Charter worked extensively with the full range of Alaskan interest groups to utilize Traditional Ecological Knowledge to successfully secure permanent protection from offshore oil and gas leasing for Bristol Bay, and has spent time amidst Alaska's proprietary North Slope oil production facilities. He has detailed knowledge of the status of the Arctic National Wildlife Refuge, the Willow Prospect, the Liberty Project, Arctic Ocean and Lower-48 federal offshore oil and gas leases, methane hydrates, the implications of black carbon, and climate-related coastal erosion at Newtok, Alaska. Richard has worked directly with First Nations leadership in British Columbia in a successful response to proposed offshore oil drilling plans for their coastal waters. Mr. Charter has guided communities throughout the Pacific Region and NGO colleagues globally on the protection of public health and the environment in the context of deep-sea mining, offshore drilling, chemical dispersants, and other hydrocarbon pollution issues. Richard is experienced in convening inclusive stakeholder proceedings to achieve long-term goals, while working smoothly online from any location with colleagues elsewhere. Mr. Charter has a proven track record in drafting and guiding the adoption of federal and state legislation and constructive environmental regulations and providing legislative interpretation for the layperson and the press, while serving as a registered lobbyist on Capitol Hill. Mr. Charter has represented California's bipartisan statewide coalition of coastal local governments, including the counties of San Diego, San Luis Obispo, Monterey, Santa Cruz, San Mateo, Sonoma, Marin, Mendocino, and Humboldt, as well as the cities of San Diego, Newport Beach, Laguna Beach, and San Francisco in their multi-year cooperative efforts to protect the California coastline from expanded offshore drilling. He was responsible for initiating the twenty-seven-year congressional moratorium on offshore oil and gas leasing which has successfully prevented new offshore drilling along the U.S. West Coast, the East Coast, and all of Florida's coastline, in addition to permanently protecting Alaska's Bristol Bay. Mr. Charter also helped to guide the successful execution of the January 2025 Presidential OCS Withdrawals by the Biden Administration, effectively prohibiting offshore drilling along the U.S. West Coast, the East Coast, and much of the Florida Gulf Coast, in addition to permanently protecting Alaska's Northern Bering Sea. Mr. Charter helped to craft stakeholder negotiations and public relations efforts leading to the creation of the first science-based U.S. network of marine reserves around California's Channel Islands. Mr. Charter served on the stakeholder negotiating team that achieved the designation of a network of marine protected areas along the North-Central California coast under the state's Marine Life Protection Act. Mr. Charter has appeared live on CNN, CBS Evening News, NPR, Irish Public Radio, Al Jazeera, and other major media outlets on a range of conservation advocacy topics. Mr. Charter's new documentary film, "Defend the Deep", in April of 2025 won the Science category award at the International Ocean Film Festival in San Francisco, California.

EXPERIENCE

2011-current The Ocean Foundation, Senior Fellow
2010-2011 Senior Policy Advisor, Marine Programs, Defenders of Wildlife
2006-2009 Government Relations, Defenders of Wildlife
2004-2005 Marine Conservation Advocate, Environmental Defense
1996-1997 Business and Government Coordinator, Clean Water Network, NRDC
1994-1996 Executive Director, Sonoma Land Trust
1979-1993 Local Government OCS Coordinator, County of Santa Cruz, California

SOCIETIES, COMMITTEES AND HONORS

-Conservation Primary Seat, Greater Farallones National Marine Sanctuary Advisory Council, 2002-2022.
-Marine Life Protection Act Regional Stakeholders Group, North-Central Region, Conservation Alternate, 2010-2012.
-Conservation Representative, Methane Hydrates Advisory Committee, U.S. Department of Energy, 2001-2017.
-Co-Chair, National Outer Continental Shelf Coalition, 1985-2010.
-Alternate Member, Minerals Management Service Pacific Regional Technical Working Group, U.S. Department of Interior, 1981-1982.
-Negotiator, Alaska OCS Offshore Oil and Gas Consensus Process, sponsored by Robert Redford and the Institute for Resource Management, 1984-1985
-Fifth Supervisorial District Appointee to Sonoma County Agricultural Preservation and Open Space District Advisory Committee, 1997-1998
-Founding Boardmember, American Oceans Campaign (predecessor of "Oceana") 1990-2003

PUBLICATIONS:

Authored and co-authored a number of publications, including articles for the MIT *Environmental Assessment Review*, the public participation section of the book *"Coastal Alert, Ecosystems, Energy, and Offshore Drilling*" published by Island Press, downloadable on Amazon at https://www.amazon.com/Coastal-Alert-Ecosystems-Offshore-Drilling-ebook/dp/B008JH5IQ2/ref=sr_1_1?dchild=
The eBook "Only Living Planet" about the transition to low-carbon energy at http://OnlyLivingPlanet.org
The booklet *"Restoring Paradise: Citizen's Guide to Marine Reserves in California's Channel Islands"*
The eBook *"Bring Back the Gulf"* downloadable at http://BringBacktheGulf.org

VIDEO/ FILM APPEARANCES AND NEWS SAMPLES featuring Richard Charter:

Co-directed and co-produced "Defend the Deep", a documentary film about deep-sea mining impacts and the need for public participation in the International Seabed Authority at http://TheDeepMovie.org (winner of the Science category award at the 2025 International Ocean Film Festival)

"American Shoreline Podcast Network on 27-Year Fight for the congressional offshore drilling moratorium" at https://open.spotify.com/episode/4swagasaBVtPzG8esHlUNA

"CNN on Deepwater Horizon" at
http://www.cnn.com/2010/US/05/01/louisiana.oil.spill/index.html

"CNN on Consequences of Oilspills" at
http://www.cnn.com/2010/US/05/03/oil.spill.environmental.impacts/index.html

"National Geographic: Oil Spill Fears Subside" at
http://www.cnn.com/2010/US/05/03/oil.spill.environmental.impacts/index.html

"Channel Islands Marine Reserves" at
https://www.edf.org/sites/default/files/2575_Solutions0103.pdf

County of Monterey
Board of Supervisors

Luis A. Alejo, District 1
Glenn Church, Chair, District 2
Chris M. Lopez, Vice Chair, District 3
Wendy Root Askew, District 4
Mary L. Adams, District 5

Clerk of the Board
168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5066
cob@co.monterey.ca.us

March 11, 2024

The Honorable Zoe Lofgren
1401 Longworth House Office Building
Washington, DC 20515

Re: H.R. 470, the West Coast Ocean Protection Act of 2023 – Support

Dear Congresswoman Lofgren:

On behalf of the County of Monterey, I am writing to express our support for the West Coast Ocean Protection Act of 2023 (H.R. 470).

As you know, California began efforts to block offshore drilling in 1969 when an oil rig off the coast of Santa Barbara leaked 3 million gallons of crude oil into the ocean, blanketing beaches with a thick layer of oil and killing thousands of marine mammals and birds. It was the largest oil spill in U.S. history until the Exxon Valdez spill 20 years later. After the 1969 Santa Barbara spill, California blocked all new offshore oil drilling in state waters, protecting our coastal waters up to three miles from the shore. The state reinforced that ban in 1994 by passing the California Coastal Sanctuary Act, which prohibited new leasing in state waters.

In October 2021, a ruptured pipeline from an existing oil well spilled more than 25,000 gallons of crude oil into the ocean and onto the beaches of Orange County. Despite numerous alarms, operators allowed oil to flow from the leak for over 14 hours. The spill covered more than 8,000 acres of the ocean's surface and required more than a week of cleanup while local businesses and fisheries suffered.

No new offshore drilling has been allowed in federal waters along the Pacific Coast since 1984. However, there was a proposal in 2018 to open up the entire West Coast to new drilling. That proposal was blocked by the courts but the threat of drilling will remain until a permanent ban is enacted. The West Coast Ocean Protection Act would permanently protect these waters that are essential to coastal economies and healthy marine ecosystems. Nearly 70% of Californians opposed offshore drilling according to recent polling by the Public Policy Institute of California.

We appreciate your continued support for Monterey County, and we urge you to co-sponsor H.R. 470, the West Coast Ocean Protection Act of 2023.

Sincerely,

Glenn Church, Chair
Board of Supervisors

cc: The Honorable Jimmy Panetta, 19th Congressional District

County of Monterey
Board of Supervisors

Luis A. Alejo, District 1
Glenn Church, Chair, District 2
Chris M. Lopez, Vice Chair, District 3
Wendy Root Askew, District 4
Mary L. Adams, District 5

Clerk of the Board
168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5066
cob@co.monterey.ca.us

March 11, 2024

The Honorable Alex Padilla
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Laphonza Butler
112 Hart Senate Office Building
Washington, DC 20510

Re: S. 22, the West Coast Ocean Protection Act of 2023 – Support

Dear Senator Padilla and Senator Butler:

On behalf of the County of Monterey, I am writing to express our support for the West Coast Ocean Protection Act of 2023 (S. 22).

As you know, California began efforts to block offshore drilling in 1969 when an oil rig off the coast of Santa Barbara leaked 3 million gallons of crude oil into the ocean, blanketing beaches with a thick layer of oil and killing thousands of marine mammals and birds. It was the largest oil spill in U.S. history until the Exxon Valdez spill 20 years later. After the 1969 Santa Barbara spill, California blocked all new offshore oil drilling in state waters, protecting our coastal waters up to three miles from the shore. The state reinforced that ban in 1994 by passing the California Coastal Sanctuary Act, which prohibited new leasing in state waters.

In October 2021, a ruptured pipeline from an existing oil well spilled more than 25,000 gallons of crude oil into the ocean and onto the beaches of Orange County. Despite numerous alarms, operators allowed oil to flow from the leak for over 14 hours. The spill covered more than 8,000 acres of the ocean's surface and required more than a week of cleanup while local businesses and fisheries suffered.

No new offshore drilling has been allowed in federal waters along the Pacific Coast since 1984. However, there was a proposal in 2018 to open up the entire West Coast to new drilling. That proposal was blocked by the courts but the threat of drilling will remain until a permanent ban is enacted. The West Coast Ocean Protection Act would permanently protect these waters that are essential to coastal economies and healthy marine ecosystems. Nearly 70% of Californians opposed offshore drilling according to recent polling by the Public Policy Institute of California.

We appreciate your continued support for Monterey County, and we thank you for co-sponsoring S. 22, the West Coast Ocean Protection Act of 2023.

Sincerely,

Glenn Church, Chair
Board of Supervisors

County of Monterey
Board of Supervisors

Luis A. Alejo, District 1
Glenn Church, Chair, District 2
Chris M. Lopez, Vice Chair, District 3
Wendy Root Askew, District 4
Mary L. Adams, District 5

Clerk of the Board
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cob@co.monterey.ca.us

March 11, 2024

The Honorable Jimmy Panetta
304 Cannon House Office Building
Washington, DC 20515

Re: H.R. 470, the West Coast Ocean Protection Act of 2023 – Support

Dear Congressman Panetta:

On behalf of the County of Monterey, I am writing to express our support for the West Coast Ocean Protection Act of 2023 (H.R. 470).

As you know, California began efforts to block offshore drilling in 1969 when an oil rig off the coast of Santa Barbara leaked 3 million gallons of crude oil into the ocean, blanketing beaches with a thick layer of oil and killing thousands of marine mammals and birds. It was the largest oil spill in U.S. history until the Exxon Valdez spill 20 years later. After the 1969 Santa Barbara spill, California blocked all new offshore oil drilling in state waters, protecting our coastal waters up to three miles from the shore. The state reinforced that ban in 1994 by passing the California Coastal Sanctuary Act, which prohibited new leasing in state waters.

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We appreciate your continued support for Monterey County, and we thank you for co-sponsoring H.R. 470, the West Coast Ocean Protection Act of 2023.

Sincerely,

Glenn Church, Chair
Board of Supervisors

cc: The Honorable Zoe Lofgren, 18th Congressional District

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

Upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried by those members present, the Board of Supervisors hereby:

Adopted Resolution 18-040 in opposition to the U.S. Interior Department Offshore Oil and Gas Development proposal.

PASSED AND ADOPTED on this 13th day of February 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Salinas, Phillips, Parker and Adams
NOES: None
ABSENT: None

I, Nicholas E. Chiulos, Acting 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 80 for the meeting February 13, 2018.

Dated: February 14, 2018
File ID: RES 18-011

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

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

Resolution No. 18-040
Resolution in opposition to)
the U.S. Interior Department)
Offshore Oil and Gas)
Development Proposal)

WHEREAS, Monterey County residents and visitors enjoy California's beaches and the Pacific Ocean for recreational, commercial, and educational activities, all of which support our local economy; and

WHEREAS, Monterey County residents and visitors value our state's ocean and coastal environment, which support a wide array of plant communities and tens of thousands of invertebrates, amphibians, reptiles, fish, birds, and mammals, including numerous rare, threatened and endangered species that depend on a healthy, clean environment; and

WHEREAS, the Monterey Bay National Marine Sanctuary showcases and safeguards the extraordinary ocean wildlife and habitats of Monterey Bay and the Central Coast that help drive our economy and inspire visitors from around the world to travel to our shores; and

WHEREAS, offshore oil and gas drilling and exploration off the Pacific coast put these coastal resources, and the communities and industries that depend on them, at risk from oil spills and other damage; and

WHEREAS, a massive oil spill in 1969 off the coast of Santa Barbara fouled coastal waters and caused catastrophic economic and environmental damage, and

WHEREAS, in 2015 a pipeline servicing offshore oil platforms burst and fouled the same coastal areas, damaging wildlife and impacting recreational and commercial activities; and

WHEREAS, new federal offshore oil and gas leases have not been granted off the coast of California since 1984; and

WHEREAS, the State of California prohibits new oil and gas leasing in state waters due to the unacceptably high risk of damage and disruption to the marine environment; and

WHEREAS, section 18 of the Outer Continental Shelf (OCS) Lands Act (43 U.S.C. 1331 et seq.) requires the preparation of a nationwide offshore oil and gas leasing program, setting forth a five-year schedule of lease sales designed to "best meet national energy needs for the five-year period following its approval or re-approval." The Bureau of Ocean Energy Management within the U.S. Department of the Interior is responsible for implementing the requirements of the OCS Lands Act related to preparing the leasing program; and

WHEREAS, consistent with the principles of section 18 and the resulting regionally tailored leasing strategy, the current exclusion of the Pacific OCS from new oil and gas development is consistent with the long-standing interests of Pacific coast states, as framed in the 2006 Agreement on Ocean Health adopted by the governors of California, Washington, and Oregon; and

WHEREAS, the Governors of California, Oregon, and Washington, along with many communities on the Pacific coast, have taken a stand against new federal offshore oil and gas leases in the Pacific Ocean; and

WHEREAS, Monterey County believes that new oil and gas development in the Pacific OCS can threaten the environment, delay the nation's movement toward a greater reliance on renewable energy development, contribute to increased greenhouse gas emissions, and can adversely affect tourism and fisheries; and

WHEREAS, the Trump administration is considering expanding offshore oil and gas leasing to new areas which have largely been off-limits to new federal leasing, including the Pacific Coast; and

WHEREAS, the Bureau of Ocean Energy Management recently released a draft 2019–2024 OCS Oil and Gas Leasing Program that proposes 47 new lease sales across all OCS regions, including seven lease sales in the Pacific Region and two in the Central California planning area; and

WHEREAS, U.S. Senator Dianne Feinstein has requested Monterey County and all California counties to adopt resolutions expressing opposition to new offshore oil and gas development in California; and

NOW, THEREFORE BE IT RESOLVED, that the Monterey County Board of Supervisors strongly and unequivocally supports the existing ban on new oil and gas drilling in federal waters offshore California and opposes attempts by the Federal Government to modify the ban; and

BE IT FURTHER RESOLVED, that the County Administrative Office distribute a copy of this resolution to U.S. Senator Dianne Feinstein, U.S. Senator Kamala Harris, Congressman Jimmy Panetta, Secretary of the Interior Ryan Zinke, Governor Jerry Brown, Attorney General Xavier Becerra and to Monterey County's local State Legislators.

PASSED AND ADOPTED upon motion of Supervisor Phillips, seconded by Supervisor Salinas and carried this 13th day of February 2018, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Salinas, Parker and Adams
NOES: None
ABSENT: None

I, Nicholas E. Chiulos, Acting 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 80 for the meeting on February 13, 2018.

Dated: February 14, 2018
File Number: RES 18-011

Nicholas E. Chiulos, Acting Clerk of the Board of Supervisors
County of Monterey, State of California

By Denise Hancock
Deputy

County of Monterey

Board of Supervisors

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

Clerk of the Board
168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5066
cob@co.monterey.ca.us

August 14, 2025

The Honorable Jimmy Panetta
200 Cannon House Office Building
Washington, DC 20515

The Honorable Zoe Lofgren
1401 Longworth House Office Building
Washington, DC 20515

Re: H.R. 2882, the Central Coast of California Conservation Act of 2025 – SUPPORT

Dear Representative Panetta:

On behalf of Monterey County Board of Supervisors, I am writing to express our support for H.R. 2882, the Central Coast of California Conservation Act of 2025.

The Central Coast of California Conservation Act would impose a moratorium on all new oil and gas leasing on federal public land on the central coast of California. As you know, the County strongly opposed the Trump administration's 2019 decision to allow fracking and drilling on 725,500 acres of public lands and mineral estate across California's Central Coast and the San Francisco Bay Area. The County filed a protest of the Bureau of Land Management's (BLM) decision that highlighted our primary concerns over potential public health impacts, environmental concerns, protection of underground sources of drinking water, the preservation of public infrastructure, dam safety, and the preservation of the Monterey Bay National Marine Sanctuary.

We support the approach of your legislation that would prohibit the BLM from implementing the decision until it completes and publishes a supplemental environmental impact statement assessing the potential impacts of oil and gas drilling on air quality, greenhouse gas emissions, climate change, groundwater, surface water, seismicity, wildlife and plant species, low-income communities, communities of color, and indigenous communities. We are also hopeful that the administration will review this misguided decision as part of its broader effort to address the climate crisis.

We are pleased to offer our support for the Central Coast of California Conservation Act, and we thank you for your leadership on this important issue facing Monterey County and other communities on the central coast of California.

Sincerely,

Chris M. Lopez, Chair
Board of Supervisors

cc: The Honorable Alex Padilla, U.S. Senator for California
The Honorable Adam Schiff, U.S. Senator for California

County of Monterey

Board of Supervisors

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

Clerk of the Board
168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5066
cob@co.monterey.ca.us

August 14, 2025

The Honorable Zoe Lofgren
1401 Longworth House Office Building
Washington, DC 20515

The Honorable Jimmy Panetta
200 Cannon House Office Building
Washington, DC 20515

Re: H.R. 2849, the West Coast Ocean Protection Act of 2025 – Support

Dear Representative Lofgren and Representative Panetta:

On behalf of Monterey County Board of Supervisors, I am writing to express our support for the West Coast Ocean Protection Act of 2025 (H.R. 2849).

As you know, California began efforts to block offshore drilling in 1969 when an oil rig off the coast of Santa Barbara leaked 3 million gallons of crude oil into the ocean, blanketing beaches with a thick layer of oil and killing thousands of marine mammals and birds. It was the largest oil spill in U.S. history until the Exxon Valdez spill 20 years later. After the 1969 Santa Barbara spill, California blocked all new offshore oil drilling in state waters, protecting our coastal waters up to three miles from the shore. The state reinforced that ban in 1994 by passing the California Coastal Sanctuary Act, which prohibited new leasing in state waters.

In October 2021, a ruptured pipeline from an existing oil well spilled more than 25,000 gallons of crude oil into the ocean and onto the beaches of Orange County. Despite numerous alarms, operators allowed oil to flow from the leak for over 14 hours. The spill covered more than 8,000 acres of the ocean's surface and required more than a week of cleanup while local businesses and fisheries suffered.

No new offshore drilling has been allowed in federal waters along the Pacific Coast since 1984. However, there was a proposal in 2018 to open up the entire West Coast to new drilling. That proposal was blocked by the courts but the threat of drilling will remain until a permanent ban is enacted. The West Coast Ocean Protection Act would permanently protect these waters that are essential to coastal economies and healthy marine ecosystems. Nearly 70 percent of Californians opposed offshore drilling according to recent polling by the Public Policy Institute of California.

We appreciate your continued support for Monterey County, and thank you for co-sponsoring H.R. 2849, the West Coast Ocean Protection Act of 2025.

Sincerely,

Chris M. Lopez, Chair
Board of Supervisors

County of Monterey

Board of Supervisors

Luis A. Alejo, District 1
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Chris M. Lopez, Chair, District 3
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Clerk of the Board
168 West Alisal St. 1st Floor
Salinas, CA 93901
831 755 5066
cob@co.monterey.ca.us

August 14, 2025

Ms. Kelly Hammerle
Bureau of Ocean Energy Management (VAM-LD)
45600 Woodland Road
Sterling, VA 20166-9216

Re: Letter Opposing the Proposed 11th National Outer Continental Shelf Oil and Gas Leasing Program

Dear Ms. Hammerle:

On behalf of the County of Monterey I am writing to express the County's strong opposition to the proposed 11th National Oil and Gas Leasing Program. In April of this year, the Bureau of Ocean Energy Management (BOEM) announced a public comment period for its proposed 2029 National Outer Continental Shelf (OCS) Oil and Gas Leasing Program, which would allow for the sale of leases for oil and gas in federal waters off the California coast, and other states.

California has a long history of efforts to block offshore drilling dating back to 1969 when an oil rig off the coast of Santa Barbara leaked 3 million gallons of crude oil into the ocean, blanketing beaches with a thick layer of oil and killing thousands of marine mammals and birds. It was the largest oil spill in U.S. history until the Exxon Valdez spill 20 years later. After the 1969 Santa Barbara spill, California blocked all new offshore oil drilling in state waters, protecting our coastal waters up to three miles from the shore. The state reinforced that ban in 1994 by passing the California Coastal Sanctuary Act, which prohibited new leasing in state waters. Then in 2015 a pipeline servicing offshore oil platforms burst and fouled the same coastal areas affected by the 1969 oil spill.

Further, in October 2021, a ruptured pipeline from an existing oil well spilled more than 25,000 gallons of crude oil into the ocean and onto the beaches of Orange County. Despite numerous alarms, operators allowed oil to flow from the leak for over 14 hours. The spill covered more than 8,000 acres of the ocean's surface and required more than a week of cleanup while local businesses and fisheries suffered.

The County of Monterey has seen these devastating impacts to the California coast and has historically been concerned with this program, passing a 2018 resolution which supported a ban on new oil and gas drilling in federal waters offshore California. Today, the County is even more concerned with the suggestion that new lease sales for oil and gas exploration and drilling might include marine sanctuaries, such as the Channel Islands and Chumash Heritage sanctuaries.

On behalf of the County of Monterey, I urge you to oppose any oil and gas leasing off the California Central Coast and in other federal waters. The risk of an environmental or economic disaster is too great and does nothing to address growing concerns regarding the effects of climate change on our coastlines. We urge you to join with us and hundreds of thousands of citizens who are working to ensure the protection of our beautiful, valuable, and important ecological resources.

Sincerely,

Chris M. Lopez, Chair
Board of Supervisors

cc: The Honorable Alex Padilla, U.S. Senator for California
The Honorable Adam Schiff, U.S. Senator for California
The Honorable Zoe Lofgren, 18th Congressional District
The Honorable Jimmy Panetta, 19th Congressional District

RESOLUTION OPPOSING NEW AND EXISTING OFFSHORE OIL AND GAS DRILLING, AND DEEP SEABED MINING

WHEREAS, the ocean covers roughly 70% of the Earth's surface, produces half the oxygen we breathe through its plant life, serves as a major highway for global trade, provides food, absorbs excess carbon from climate change, and plays a critical role in shaping weather patterns; and

WHEREAS, offshore drilling carries countless negative effects including air pollution from toxic emissions known to cause asthma, lung cancer, and other diseases; the constant threat of oil spills that harm wildlife and their habitats; and damage to the fishing and tourism industries, which are vital to California's coastal economy; and

WHEREAS, past oil spill disasters, such as the Deepwater Horizon in the Gulf of Mexico, the Refugio Spill in 2015 off the coast of Santa Barbara, California, have caused catastrophic impacts to human life, wildlife, coastal ecosystems, and local economies; and

WHEREAS, an analysis by Oceana found that protecting all unleased federal waters from offshore drilling in the United States could prevent over 19 billion tons of greenhouse gas emissions—the equivalent of taking every car in the nation off the road for 15 years; and

WHEREAS, on January 20, 2025 President Trump signed the Unleashing American Energy executive order, which encourages energy exploration and production on Federal lands and waters, including on the Outer Continental Shelf, and

WHEREAS, on April 24, 2025, President Trump signed the Unleashing America's Offshore Critical Minerals and Resources executive order to permit deep seabed mining, which would have significant negative impacts on our marine ecosystems, fisheries, and local coastal economies; and

WHEREAS, California's marine sanctuaries—including the Monterey Bay National Marine Sanctuary, Chumash Heritage National Marine Sanctuary, Greater Farallones National Marine Sanctuary and others along the coast—protect unique ecosystems and cultural resources, but significant areas of the Pacific remain vulnerable to offshore oil and gas development; and

WHEREAS, the threat of future leasing proposals persists in the absence of a permanent nationwide prohibition on new offshore drilling; and

WHEREAS, protecting California's coastlines from the impacts of oil and gas development is essential to safeguarding the environment, public health, Tribal cultural resources, climate resilience, and coastal economies.

NOW, THEREFORE, BE IT RESOLVED that the [City Council/Board of Supervisors] of the [City/County] of _____ opposes any new or expanded offshore oil and gas drilling, and deep seabed mining, and urges federal and state decision-makers to permanently prohibit

offshore drilling and deep seabed mining in all U.S. waters, including the Pacific Ocean off California.

BE IT FURTHER RESOLVED that the [City/County] of _____ will participate in the Local Government Outer Continental Shelf (OCS) Coordination Program, in order to work collaboratively with other jurisdictions to protect California's coastal communities, economies, and ecosystems from offshore drilling.

Monterey County Board of Supervisors
Referral Submittal Form

Referral No. 2025.17
Assignment Date: 11/18/25
(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: 11/3/2025	**Submitted By:** Supervisor Wendy Root Askew	**District #:** 4

Referral Title: Local Government Outer Continental Shelf (OCS) Coordination Program and Coalition

Referral Purpose: Consider adopting a resolution to affirm the County of Monterey's opposition to offshore drilling and seabed mining, as well as consider joining and financially contributing to the Local Governments OCS Coordination Program to ensure the local government perspective is not diminished in federal decision making.

Brief Referral Description (attach additional sheet as required):
With the signing of the executive order Unleashing American Energy Act in January of 2025, federal agencies are moving quickly to open new offshore drilling opportunities. Additionally, in April 2025, President Trump signed the Unleashing America's Offshore Critical Minerals and Resources executive order, which promotes deep seabed mining that poses serious threats to California's coastal economies, marine ecosystems, and climate goals. As a result, Santa Cruz County has initiated the re-establishment of the Local Governments OCS Coordination Program. The group's original membership consisted of Santa Cruz, Monterey, San Luis Obispo, City and County of San Francisco, Marin, Sonoma, Mendocino, and Humboldt, along with several cities including Santa Cruz, Laguna Beach, and Newport Beach, and SANDAG. Individual local governments often lack the staff capacity to monitor fast-moving federal actions, review complex technical documents, and engage directly with Congress and federal agencies. Additionally, without coordinated participation, the local government perspective is often diminished in federal decision making. The Local Government OCS Coordination Program provides the infrastructure to address these challenges by offering shared resources, timely updates, and direct representation. It is estimated that the annual costs for the coordination efforts will be ~$250,000, which would be shared across participating jurisdictions to help reduce the cost burden on individual jurisdictions.

Classification - Implication	**Mode of Response**
☐ Ministerial / Minor **X Land Use Policy** ☐ **Social Policy** ☐ **Budget Policy** **X Other:**	☐ Memo **X 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): CAO	Referral Lead: Nick Chiulos	Board Date: 11/18/25

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

Item No.19

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

Board Report

Legistar File Number: OBM 25-188

January 06, 2026

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

County Administrative Officer Comments

County of Monterey

Item No.20

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

Board Report

Legistar File Number: OBM 25-189

January 06, 2026

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: Other Board Matters

Board Comments

Introduced: 11/25/2025

Current Status: Natividad Medical Center - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit UX for unrepresented medical service line directors as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the salary range as indicated in Attachment B, effective December 13, 2025; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit UX 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 Section IV Employee/Bargaining Units to establish Unit UX for unrepresented medical service line directors as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the salary range as indicated in Attachment B, effective December 13, 2025; and
c. Authorize and direct the County Human Resources Department and the Auditor Controller's Office to take the necessary actions to create Unit UX in the Advantage Human Resources Management (HRM) system.

SUMMARY:

Natividad Medical Center (NMC) is seeking to work with the Human Resources Department to establish a bargaining unit and create new classifications for unrepresented medical service line directors.

DISCUSSION:

As part of the foundational contract negotiations with the Union of American Physicians and Dentists (UAPD), parties agreed that medical service line directors would not be covered under the negotiated Memoranda of Understanding (MOU) provisions. Therefore, County staff have identified a need to establish a new employee/bargaining unit, identified as Unit UX, to which medical service line directors

could be moved as indicated in Attachment A. The creation of the new unit is in line with the County of Monterey's Employer-Employee Relations Resolution (EERR), which specifically states that managers cannot be in the same bargaining unit as their subordinates.

Separately, NMC completed a classification and compensation study of the medical service line directors. The reason cited for the request was to "establish classifications for service line directors of contract physicians and specialty services contract physicians with broad salary ranges." Upon completion of the study, NMC recommends the creation of the new classifications Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the broad salary ranges as indicated in Attachment B.

The salary ranges of the proposed classifications encompass market-based salaries of all hospital specific service lines and specialties based on a reasonable fair market value compensation range for physicians in the respective service lines and specialties, based on an independent analysis of data, which is compiled and analyzed by a contracted outside agency within the healthcare industry. This agency provides a proprietary analysis from multiple published survey sources containing local, regional, and national compensation data.

As such, NMC is requesting that the County Personnel Policies and Practices Resolution (PPPR) No. 98-394 be amended to create and add Unit UX to PPPR Section VI Employee/Bargaining Units. In addition, it is recommended that the Board of Supervisors consider approving the creation of the new classifications of Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the broad salary ranges proposed and include these classifications in the newly established Unit UX.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office, Human Resources Department, and Office of County Counsel concur with the recommendations.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: N/A

HOUSING CONSTRAINTS: N/A

FINANCING:
The funding for personnel costs is provided by Natividad Medical Center's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government

agencies. Funding will be provided from NMC's Enterprise Fund 451-9600-6111. The salary and benefits costs associated with this action are included in the FY 2025-26 budget for Natividad Medical Center. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions address the Board of Supervisors Dynamic Organization and Employer of Choice goal. The actions demonstrate the County's commitment to meeting the Board's goals in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553
Approved by: Andreas Pyper, Director of Human Resources, (831) 755-5043

Attachments:
Attachment A
Attachment B
Resolution

Introduced: 11/25/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV Employee/Bargaining Units to establish Unit UX for unrepresented medical service line directors as indicated in Attachment A;
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to create the classifications of Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the salary range as indicated in Attachment B, effective December 13, 2025; and
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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 Section IV Employee/Bargaining Units to establish Unit UX for unrepresented medical service line directors as indicated in Attachment A;
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SUMMARY:
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DISCUSSION:
As part of the foundational contract negotiations with the Union of American Physicians and Dentists (UAPD), parties agreed that medical service line directors would not be covered under the negotiated Memoranda of Understanding (MOU) provisions. Therefore, County staff have identified a need to establish a new employee/bargaining unit, identified as Unit UX, to which medical service line directors

could be moved as indicated in Attachment A. The creation of the new unit is in line with the County of Monterey's Employer-Employee Relations Resolution (EERR), which specifically states that managers cannot be in the same bargaining unit as their subordinates.

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The salary ranges of the proposed classifications encompass market-based salaries of all hospital specific service lines and specialties based on a reasonable fair market value compensation range for physicians in the respective service lines and specialties, based on an independent analysis of data, which is compiled and analyzed by a contracted outside agency within the healthcare industry. This agency provides a proprietary analysis from multiple published survey sources containing local, regional, and national compensation data.

As such, NMC is requesting that the County Personnel Policies and Practices Resolution (PPPR) No. 98-394 be amended to create and add Unit UX to PPPR Section VI Employee/Bargaining Units. In addition, it is recommended that the Board of Supervisors consider approving the creation of the new classifications of Services Director/Medical Director - Contract Physician and Services Director/Medical Director - Contract Physician Specialty Services with the broad salary ranges proposed and include these classifications in the newly established Unit UX.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The County Administrative Office, Human Resources Department, and Office of County Counsel concur with the recommendations.

HOUSING IMPACTS:
___Reduces constraints on Housing Development
___Increases constraints on Housing Development
___Neutral
_X_Not applicable [N/A]

QUALITATIVE SUMMARY of potential impacts of the policy/program on Housing: N/A

HOUSING CONSTRAINTS: N/A

FINANCING:
The funding for personnel costs is provided by Natividad Medical Center's enterprise fund comprised of patient services revenues received from commercial insurance, state, and federal government

agencies. Funding will be provided from NMC's Enterprise Fund 451-9600-6111. The salary and benefits costs associated with this action are included in the FY 2025-26 budget for Natividad Medical Center. This action has no impact on the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions address the Board of Supervisors Dynamic Organization and Employer of Choice goal. The actions demonstrate the County's commitment to meeting the Board's goals in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of Monterey County.

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

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

Prepared by: Janine Bouyea, Hospital Assistant Administrator, (831) 783-2701
Approved by: Dr. Charles Harris, Hospital Chief Executive Officer, (831) 783-2553
Approved by: Andreas Pyper, Director of Human Resources, (831) 755-5043

Attachments:
Attachment A
Attachment B
Resolution

VI. EMPLOYEE / BARGAINING UNITS

Unit A

General Safety representation unit as designated by the Board and the Administrative Officer.

Unit AOS

Operations General Safety representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit B

Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit B-OSS

Operations Safety Supervisory representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit C

Safety Management representation unit as designated by the Board and the Administrative Officer.

Unit D

Public Defender's representation unit as designated by the Board and the Administrative Officer.

Unit E

Prosecutor's representation unit as designated by the Board and the Administrative Officer.

Unit F

General Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit G

County Counsel's representation unit as designated by the Board and the Administrative Officer.

Added 1/23/07; 07-001

Unit H

Health Care Employees representation unit as designated by the Board and the Administrative Officer.

Unit J

General Employees representation unit as designated by the Board and the Administrative Officer.

Unit K

Social Services Employees representation unit as designated by the Board and the Administrative Officer.

Unit L

Probation Managers representation unit as designated by the Board and the Administrative Officer.

Unit M

Probation / Juvenile Institution Officers representation unit as designated by the Board and the Administrative Officer.

Unit N

Probation / Juvenile Institution Supervisors representation unit as designated by the Board and the Administrative Officer.

Unit O

Members of the Board of Supervisors.

Unit P

Unrepresented Board of Supervisors Executive Assistants as designated by the Board and the Administrative Officer.

Amended 8/28/18; 18-287

Unit Q

Park Rangers representation unit as designated by the Board and the Administrative Officer.

Unit R

Resident Physicians representation unit as designated by the Board and the Administrative Officer.

Unit S

Registered Nurses representation unit as designated by the Board and the Administrative Officer.

Added 7/27/10; 10-234

Unit SPD

Staff Nurse II Per Diem and Nurse Practitioner III – Per Diem representation unit as designated by the Board and the Administrative Officer.

Added 10/26/21; 21-374

Unit T

Temporary or Grant Employee representation unit as designated by the Board and Administrative Officer.

Unit U

Contract Physicians representation unit as designated by the Board and the Administrative Officer.

Added 7/27/10; 10-234

Unit UX

Unrepresented Medical Service Line Director unit as designated by the Board and the Administrative Officer.

Added 12/09/25; 25-xxx

Unit V

Park Rangers Supervisory representation unit as designated by the Board and the Administrative Officer.

Unit X

Management representation unit as designated by the Board and the Administrative Officer.

Unit XL

Management representation unit – limited term as designated by the Board and the Administrative Officer and Loan Assigned Employees.

Added 9/17/05; 05-013

Unit Y

Executive Management representation unit as designated by the Board and the Administrative Officer.

Unit Z

Unrepresented Confidential unit as designated by the Board and the Administrative Officer.

Amended 6/8/04; 04-002
Added Units Q & V, deleted Units S & W, changed title: 6/8/04; 04-___
Added Unit L & XL: 9/17/05; 05-013

Unit ZX

Unrepresented Confidential Management unit as designated by the Board and the Administrative Officer.

Added 8/4/22; 22-279

ATTACHMENT B

Create classifications of Services Director/Medical Director – Contract Physician and Services Director/Medical Director – Contract Physician Specialty Services with the salary ranges as indicated below effective December 13, 2025:

Classification Title: Services Director/Medical Director - Contract Physician												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.033						$264.527						
$4,482.64						$21,162.16	54B41	9	P	9043	UX	Exempt
$9,712						$45,851						

Classification Title: Services Director/Medical Director - Contract Physician Specialty Services												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.033						$441.707						
$4,482.64						$35,336.56	54B40	9	P	9043	UX	Exempt
$9,712						$76,563						

*provided for information purposes only

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

Resolution No.:	PPPR Control No. 25-014)
	HRM Control No. 25-017)
Adopt a Resolution to:	)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Section IV	)
Employee/Bargaining Units to establish Unit UX for unrepresented medical service line	)
directors as indicated in Attachment A;	)
b. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A	)
and B to create the classifications of Services Director/Medical Director – Contract	)
Physician and Services Director/Medical Director – Contract Physician Specialty Services	)
with the salary range as indicated in Attachment B, effective December 13, 2025; and	)
c. Authorize and direct the County Human Resources Department and the Auditor	)
Controller's Office to take the necessary actions to create Unit UX in the Advantage Human	)
Resources Management (HRM) system.	)

WHEREAS, during contract negotiations with the Union of American Physicians and Dentist (UAPD), parties agreed that medical service line directors would not be covered under the negotiated Memorandum of Understanding (MOU) provisions; and

WHEREAS, the County identified a need to establish an unrepresented unit for medical service line directors; and

WHEREAS, Natividad Medical Center completed a classification and compensation study of the medical service line directors and the study determined a need to create two (2) classifications of Services Director/Medical Director – Contract Physician and Services Director/Medical Director – Contract Physician Specialty Services with broad salary ranges; and

WHEREAS, to implement the recommendation, the action requires the Personnel Policies and Practices Resolution No. 98-394 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 Section VI Employee/Bargaining Units is amended as indicated below:

   VI. Employee/Bargaining Units

   Unit UX

   Unrepresented Medical Service Line Director unit as designated by the Board and the Administrative Officer.

2. Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendix A and B is amended to create the classifications of Services Director/Medical Director – Contract Physician and Services Director/Medical Director – Contract Physician Specialty Services with the salary range as indicated in Attachment B as indicated below, effective December 13, 2025:

Classification Title: Services Director/Medical Director - Contract Physician												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.033						$264.527						
$4,482.64						$21,162.16	54B41	9	P	9043	UX	Exempt
$9,712						$45,851						

Classification Title: Services Director/Medical Director - Contract Physician Specialty Services												
Hourly, Bi-Weekly and Monthly Pay Rates												
Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Class Code	WG *	EEO Cat*	W/C*	BU	FLSA Code*
$56.033						$441.707						
$4,482.64						$35,336.56	54B40	9	P	9043	UX	Exempt
$9,712						$76,563						

3. 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: 12/8/2025

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 Agreement with Central Coast Center for Independent Living (CCCIL) for the provision of work incentive counseling and independent living skills and outreach services for a term of July 1, 2025 through June 30, 2026, for a total agreement amount of $203,581; 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% ($20,351) of the original agreement, do not significantly change the scope of services, and do not increase the total not to exceed amount over $223,932.

RECOMMENDATION:

a. Approve and authorize the Director of Health Services or designee to execute a retroactive Agreement with Central Coast Center for Independent Living (CCCIL) for the provision of work incentive counseling and independent living skills and outreach services for a term of July 1, 2025 through June 30, 2026, for a total agreement amount of $203,581; and
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SUMMARY

The County of Monterey Health Department, Behavioral Health Bureau, requests approval of a retroactive Agreement with CCCIL for the provision of work incentive counseling and independent living skills and outreach services.

DISCUSSION

Central Coast Center for Independent Living in Salinas, CA is one of a nationwide network of Centers for Independent Living whose philosophy is that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities.

The County has maintained Agreement A-16058 with CCCIL, which expired on June 30, 2025. This new Agreement continues the past relationship with CCCIL providing for a continuum of existing services. With this new Agreement, CCCIL continues the original mission of providing benefits assistance, individual advocacy, housing assistance, assistive technology, outreach, and information and referral services to provide work incentive counseling and independent living skills services to mental health clients, including youth, and their family members to determine their potential eligibility for various work incentive programs.

This Agreement contains the County's standard 30-day "no cause" provision (Section IV, B) and an additional defunding provision (Section IV, D), which provides the County the ability to amend or terminate the Agreement in the event of a reduction and/or termination of funding.

This agreement is late in being presented to your board and is retroactive to July 1, 2025 due to extensive vendor delays in the provision of complete insurance documentation to the County as required by County Risk Management. There were additional unforeseen delays in the provision of other required information to the County by the vendor.

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 Mental Health Services Act Community Services and Supports (MHSA CSS). The funds for this Agreement ($203,581) are included in the Health Department's Behavioral Health Bureau (HEA012, Unit 8410) Fiscal Year 2025-26 Adopted Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will ensure access to culturally and linguistically appropriate, customer-friendly, quality health services, will link people to needed personal health services, and will assure the provision of healthcare when otherwise unavailable. This agreement aligns with the Board of Supervisors Strategic Plan Goal of well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

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

Prepared By: Sal Cervantes, Management Analyst III, 279-3755
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 12/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared By: Sal Cervantes, Management Analyst III, 279-3755
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 6416CB3C-6D4C-4F7E-8933-03955CB1D1B7

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 **CENTRAL COAST CENTER FOR INDEPENDENT LIVING** (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: **benefits assistance, individual advocacy, housing assistance, independent living skills, assistive technology, outreach, and information and referral services for mental health staff, clients, youth and family members.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

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A. Term. This Agreement shall be effective **July 1, 2025** 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, 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

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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

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:

   i. Complete written description of event including outcome;

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ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

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 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:

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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, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

   Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, 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

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volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

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

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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.

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

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discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R.

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Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);

7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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

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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

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR

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shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

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.

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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.

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Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Melanie Rhodes Behavioral Health Director 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Judy Cabrera Executive Director 318 Cayuga Street, Suite 208 Salinas, CA 93901 (831) 757-2968

(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: Signed by: Kevin Serrano CF464EA4820E4B5...
County Counsel

Date: 12/3/2025 | 1:35 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller's Office

Date: 12/3/2025 | 3:57 PM PST

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Central Coast Center for Independent Living
CONTRACTOR NAME
Contractor's Business Name *

By: DocuSigned by: Judy Cabrera 02A6B320831U468...
(Signature of Chair, President, or Vice-President) *

Judy Cabrera — Executive Director
Name and Title

Date: 12/3/2025 | 8:55 AM PST

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

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (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

Central Coast Center for Independent Living
318 Cayuga Street, Suite 208
Salinas, CA 93901
(831) 757-2968
(831) 757-5549 Fax
www.cccil.org

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

Central Coast Center for Independent Living (CCCIL) is one of a nationwide network of Centers for Independent Living whose philosophy is that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities. Independent Living Centers are cross-disability, consumer-centered advocacy organizations. CCCIL's Independent Living program provides information and referral, housing assistance, individual advocacy, peer support, personal assistance services, independent living skills training, systems advocacy, assistive technology support (devices to help people with disabilities live independently), and benefits assistance services to people with physical, mental health and cognitive disabilities inclusive of all age groups residing in Monterey County.

Goal 1: **An estimated total of 80-150 consumers, to include a maximum of 80 duplicated and 70 unduplicated consumer Transitioned Age Youth (TAY) 15-23 years old and adults 24 years of age and older, will receive financial/medical benefits assistance, individual advocacy, housing assistance, independent living skills training and assistive technology (AT) services each fiscal year during the term of the Agreement.**

a) Return to Work Benefits Assistance: CONTRACTOR will provide the following benefits assistance services:

1. Problem Solving & Advocacy- will assist consumers to resolve any issues with Social Security Administration, Department of Social Services (Medi-Cal), Department of Rehabilitation and any other services providers/organizations.

2. Benefits Analysis & Advisement- will assist consumers to understand their options to return to work and keep their Social Security and Medi-Cal/Medicare benefits. CONTRACTOR will provide information about the different work incentives such as; Medicare, Medi-Cal, Medicare Part D, Extended Medicare Coverage, 250% Working Disabled Program, Trial Work Period (TWP), Extended Period of Eligibility, Cessation & Grace Period, Expedited Re-Instatement, Subsidies, Impairment Related

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Work Expense, PASS plans, Countable Earned Income Calculation (for purposes of SSI) Student Earned Income Exclusion and 1619(b). CONTRACTOR will write benefits analysis reports for each consumer which outlines consumer's benefits, work incentives, consumers' options to return to work, and keep their benefits.

3. Benefits Support Planning- will allow consumers to become self-sufficient by developing an Independent Living Plan (ILP). The ILP will outline goals, objectives and timelines for activities to be completed.

4. Benefits Management- will work in collaboration with consumer to design, implement, monitor and evaluate the outcome of the ILP.

b) Benefits Assistance: CONTRACTOR will assist consumers to gain access to financial and medical benefits and other services for which they may be eligible. CONTRACTOR will assist consumers to complete Medi-Cal applications, Social Security Work Activity Reports, Social Security Request for Waiver of Overpayments and Social Security disability benefits.

c) Housing Assistance: CONTRACTOR will provide information about subsidized housing, will assist consumers to complete the housing application, will provide self-advocacy training in how to look for accessible, affordable and available housing, and about removal of architectural barriers.

d) Independent Living Skills Training: CONTRACTOR will provide Independent Living Skills training and support in a variety of areas such as organization, time management, creating support systems, and other topics in order to develop social and organizational skills needed to live more independently.

e) Assistive Technology (AT) services: CONTRACTOR will match consumers with available services, vendors, training and potential funding opportunities, and will assist consumers to identify how to acquire, fund, fit, customize, maintain and/or repair AT. Consumers will also have access to CCCIL's Device Lending Library (DLL). DLL allows consumers to try out AT devices. CCCIL has a variety of devices that consumers can borrow such as iPads, laptops and tables.

f) CONTRACTOR will collaborate with COUNTY to provide a group or group sessions within ACCESS services to efficiently reach the target population. Group format, frequency and topics are based on client needs, space availability, and CONTRACTOR and COUNTY staffing availability.

<u>Goal 2</u>: An estimated total of 25 consumers, to include a maximum of 10 duplicated and 15 unduplicated adult and TAY youth, will receive information and referral services each fiscal year during the term of the Agreement.

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a) CONTRACTOR will provide information on a wide range of topics related to disability and connects people to other sources that provide the services they are seeking. CONTRACTOR also provides information to community agencies about how they can make their services more accessible to people with disabilities. CONTRACTOR will provide information about the different federal and state benefits such Unemployment and State Disability Insurance.

b) CONTRACTOR will collaborate with COUNTY to provide a group or group sessions within ACCESS services to efficiently reach the target population. Group format, frequency and topics are based on client needs, space availability, and CONTRACTOR and COUNTY staffing availability.

B. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Admission to the program will be limited to mental health staff, clients/consumers, youth and family members. Screening criteria will be based on the designated funding source.

C. MEETINGS/COMMUNICATIONS/COLLABORATION

CONTRACTOR shall attend quarterly meetings which will include community based organizations to discuss the following: implementation of the contract; the number and percentage of eligible staff, clients/consumers, youth, and family members recruited and receiving benefit management planning services; completion of consumer satisfaction surveys; contract issues; contract usage and effectiveness; and recommendations for contract modifications. CONTRACTOR will collaborate with Interim, Inc., AVANZA Program and COUNTY Behavioral Health staff to promote benefits assistance services.

CONTRACTOR will communicate with contract monitor on a regular basis, at least quarterly, on the source and type of referrals made to the CCCIL program to assist COUNTY to ensure the most appropriate clients are being referred for services.

D. REPORTING REQUIRMENTS

Monterey County Behavioral Health (MCBH) 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, consisting of participant demographic data for each service provided, as well as the program outcomes identified in the "Logic Model" document as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and PEI Coordinator. The "Logic Model' document will be reviewed at least annually and can be revised upon mutual agreement by CONTRACTOR and COUNTY, as part of the PEI Program Evaluation Reporting process.

E. AUDIT REQUIREMENTS

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CONTRACTOR shall provide COUNTY access to all CONTRACTOR'S records and evaluations of individuals referred to the program, with the written consent of the beneficiary. COUNTY shall have the right to conduct inspections and/or audits of CONTRACTOR to determine whether expenditures by CONTRACTOR were made in compliance with this contract for the fiscal year covered under this Agreement and other applicable federal or state statutes and regulations.

F. PATTERN OF SERVICE

The services provided by the CONTRACTOR under this Agreement cannot be the customary or typical services, but rather, the services must have been modified, adapted, expanded, or reconfigured to provide services to mental health staff, clients/consumers, youth and family members.

G. DESIGNATED CONTRACT MONITOR

Iohana Tapia, LMFT
Behavioral Health Service Manager II
Monterey County Health Department
Behavioral Health Bureau
1441 Constitution Blvd., Building 400, Suite 202
Salinas, CA 93906
(831) 796-1700

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

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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:

   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.

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ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

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

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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 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:

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a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

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.

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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 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

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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 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-

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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.

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.

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CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursement (CR) up to the maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

The COUNTY agrees to pay the cost reimbursement rate based on the service rate outlined in the following table and shall be subject to the applicable cost report provisions of this Agreement.

Service Type	Number of Unduplicated Clients Served per FY	FY 2025-2026	Total
Benefits Counseling, Individual Advocacy, Housing assistance, Independent Living Skills and Assistive Technology (AT) Services	**80-150**	**$203,581**	**$203,581**
Information and referral services	**25**		
Maximum Amount Billable Per Month:		**$16,965.08**	
MAXIMUM COUNTY OBLIGATION:			**$203,581**

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

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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 G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

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V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $203,581for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2025 to June 30, 2026	$203,581
TOTAL MAXIMUM COUNTY OBLIGATION:	$203,581

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute

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over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S

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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.

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.

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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 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:

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1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

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A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to

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implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

DocuSigned by:
Judy Cabrera
02A6B3208310468...
Signature of Authorized Representative

12/3/2025 | 8:55 AM PST
Date

Central Coast Center for Independent Living
Business Name of Contractor

Judy Cabrera
Name of Authorized Representative (printed)

Executive 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 Business Name	Central Coast Center for Independent Living	
Name of Contractor's Designee	Judy Cabrera	
Title of Designee	Executive Director	
Street: 318 Cayuga Street, Suite 208		
City: Salinas	State: CA	Zip: 93901
IRS Employer Identification Number	77-0055747	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by:
Judy Cabrera
02A6B3208310468...
Signature of Contractor

Date 12/3/2025 | 8:55 AM PST

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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.

Central Coast Center for Independent Living
Contractor (Organization Name)

DocuSigned by:
Judy Cabrera
02A6B3208310468...
Signature of Authorized Representative

Judy Cabrera
Name of Authorized Representative

12/3/2025 | 8:55 AM PST
Date

Executive Director
Title of Authorized Representative

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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 CENTRAL COAST CENTER FOR INDEPENDENT LIVING ("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:

Central Coast Center for Independent Living-CCCIL
Attn: Judy Cabrera
Executive Director
Phone: 8,317,572,968.00
Fax: 8,317,575,549.00
Email:

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: DocuSigned by: Judy Cabrera 02A6B3208310468...	By:
Print Name Judy Cabrera	Print Name: Elsa Jimenez
Print Title Executive Director	Print Title: Health Services Director
Date: 12/3/2025 | 8:55 AM PST	Date:

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Monterey County Behavioral Health - Cost Reimbursement Invoice Form

Contractor :	Central Coast Center for Independent Living
Address Line 1	318 Cayuga Street, Suite 208
Address Line 2	Salinas, CA 93901
Tel. No.:	(831) 757-2968
Fax No.:	(831) 757-5549
Contract Term:	July 1, 2025 - June 30, 2026
BH Division :	Behavioral Health

Invoice Number :

County PO No.:

Invoice Period :

Final Invoice : (Check if Yes)

BH Control Number

	Service Description	Total Annual Contract Amount FY 2025-26	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount Remaining
	Work Incentive Counseling Activities & Independent Living Services					
	Information & Referral					
	Maximum Amount Billable per Month:	$16,965.08				
TOTALS:	**Total Amount per FY 2025-26:**	**$203,581.00**			$203,581.00	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: _____ Telephone: _____

Send to:	Behavioral Health Accounting Office	Behavioral Health Authorization for Payment
	1270 Natividad Road	
	Salinas, CA 93906	
	MCHDBHFinance@co.monterey.ca.us	Authorized Signatory Date

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EXHIBIT H

Vendor Name

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

PROGRAM:

		Actual FY 2023-24	Estimated FY 2024-25	Requested FY 2025-26
A. PROGRAM REVENUES				
Requested Monterey County Funds				
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		-	-	--

B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.

1 Program Expenditures				
2	Salaries and wages			
3	Payroll taxes			
4	Employee benefits			
5	Workers Compensation			
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7	Temporary Staffing			
8	Flexible Client Spending (please provide supporting documents)			--
9	Client Transportation Costs and staff mileage			
10	Employee Travel and Conference			--
11	Staff Training			--
12	Communication Costs			--
13	Utilities			--
14	Cleaning and Janitorial			--
15	Insurance and Indemnity			--
16	Maintenance and Repairs - Buildings			--
17	Maintenance and Repairs - Equipment			--
18	Printing and Publications			--
19	Memberships, Subscriptions and Dues			--
20	Office Supplies			--
21	Postage and Mailing			--
22	Legal Services (when required for the administration of the County Programs)			--

EXHIBIT H

		Actual FY 2023-24	Estimated FY 2024-25	Requested FY 2025-26
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			--
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			--
25	Rent and Leases - building and improvements			--
26	Rent and Leases - equipment			--
27	Taxes and assessments			--
28	Interest in Bonds			--
29	Interest in Other Long-term debts			--
30	Other interest and finance charges			--
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			--
32	Miscellaneous (please provide details)			--
33	**Total Program Expenditures**	$-	$-	**$-**
34	Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35	Salaries and wages (please include personnel and contract administration)			--
36	Payroll taxes			--
37	Employee benefits			--
38	Workers Compensation			--
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			--
40	Transportation, Travel, Training and Conferences			--
41	Data Processing (Computers & Technology)			--
42	Utilities (Telephone & Communications)			--
43	Cleaning and Janitorial			--
44	Insurance and Indemnity			--
45	Maintenance and Repairs - Buildings			--
46	Maintenance and Repairs - Equipment			--
47	Memberships, Subscriptions and Dues			--
48	Office Supplies			--
49	Postage and Mailing			--
50	Legal Services (when required for the administration of the County Programs)			--
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			--
52	Rent and Leases - building and improvements			--

EXHIBIT H

		Actual FY 2023-24	Estimated FY 2024-25	Requested FY 2025-26
53	Rent and Leases - equipment			--
54	Taxes and assessments			--
55	Interest in Bonds			--
56	Interest in Other Long-term debts			--
57	Other interest and finance charges			--
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			--
59	Miscellaneous (please provide details)			--
60	**Total Administrative Expenditures**	-	-	--
61	**Depreciation Expense**			--
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**			
63	**Total Allowable Program Expenditures**	-	-	--

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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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.

(The remainder of this page is left intentionally blank)

Introduced: 12/8/2025

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, standard Mental Health Services Agreement for the term beginning July 28, 2025 through June 30, 2027 with Hesed Christian Ministries doing business as Agape Homes Orcutt for the provision of Short Term Residential Therapeutic Program (STRTP) treatment including Case Management, Specialty Mental Health Services, Medication Support and Crisis Intervention for children/youth in the amount of $72,621 for Fiscal Year (FY) 2025-2026 and $74,808 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $147,429 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% ($14,743) of the original agreement amount, do not significantly change the scope of services, and do not increase the total not to exceed amount over $162,172.

RECOMMENDATION:

It is recommended that the Board of Supervisors:
a. Approve and authorize the Director of Health Services or designee to execute a retroactive, standard Mental Health Services Agreement for the term beginning July 28, 2025 through June 30, 2027 with Hesed Christian Ministries doing business as Agape Homes Orcutt for the provision of Short Term Residential Therapeutic Program (STRTP) treatment including Case Management, Specialty Mental Health Services, Medication Support and Crisis Intervention for children/youth in the amount of $72,621 for Fiscal Year (FY) 2025-2026 and $74,808 for Fiscal Year (FY) 2026-2027 for a total agreement amount not to exceed $147,429 and
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SUMMARY:

Short-Term Residential Therapeutic Programs (STRTP) are licensed by the California Department of Social Services and provided a Mental Health Program Approval by the Department of Health Care Services. STRTPs are residential facilities that provide an integrated program of specialized and intensive care and supervision, services and supports, specialty mental health services, mental health treatment; and short-term, 24-hour care and supervision to children and youth. The program's goal is to move the youth to a less restrictive environment within six months. The care and supervision STRTPs provide are nonmedical, except as otherwise permitted by law. STRTPs are designed primarily for youth aged 12 to 20. These programs may be operated by private organizations, which must be organized and operated on a not-for-profit basis. Only state-licensed, county-contracted

agencies may provide STRTP services.

DISCUSSION:
Hesed Christian Ministries dba Agape Homes Orcutt is a Short-term Residential Therapeutic Program (STRTP) providing 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. This Agreement is retroactive to July 28, 2025, due to ongoing contract negotiations for Monterey County youth placed on an emergency basis. Emergency placements are conducted when current contracted providers are not able to provide the specialized residential and mental health needs of a child/youth.

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

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:|
The Office of the County Counsel and Auditor-Controller have reviewed and approved this agreement as to legal form and fiscal provisions, respectively.

FINANCING:
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) 2025-26 Adopted Budget. The funds for FY 2026-2027 will be included in the Department's (HEA012, Unit 8410) Requested Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This work supports the Board of Supervisors Strategic Plan Goal(s) by providing exceptional Person-Centered Care through Accessible, Community-Focused Health Services to provide service enhancements to support well-being and quality of life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

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

Prepared by: Laura Henderson, Management Analyst, 235-7548
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report

Agreement

Introduced: 12/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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Mark a check next to the related Board of Supervisors Strategic Plan Goals:

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

Prepared by: Laura Henderson, Management Analyst, 235-7548
Approved by: Elsa Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: 460F3E1A-D64A-4F85-AE52-963AF6C82AF5

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 **HESED CHRISTIAN MINISTRIES dba AGAPE HOMES ORCUTT** (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: **Hesed Christian Ministries dba Agape Homes Orcutt 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.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 28, 2025** and shall remain in effect until **June 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

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VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

    a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

    b. A history of loss of license or felony convictions;

    c. A history of loss or limitation of privileges or disciplinary activity;

    d. A lack of present illegal drug use; and

    e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they

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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.

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.

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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 (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.

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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 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.

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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.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

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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 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;

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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))

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)

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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.

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;

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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 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.

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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 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

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accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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

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authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made 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

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rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. BUDGET

CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.

XVII. ACCESS TO AND AUDIT OF RECORDS

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

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grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XVIII. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, 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.

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D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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

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notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and 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;

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2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XXI. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR 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 retroactive to the effective date of such changes in law. The parties further agree that the

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terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

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) 755-4580	Eddis Adams, President Agape Homes Orcutt 1130 Clark Avenue Santa Maria, CA 93455 Phone: (805) 937-5475

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 12/1/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 12/2/2025

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

HESED CHRISTIAN MINISTRIES AGAPE HOMES ORCUTT.

CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: Eddie Adams 0E7E98B3B9574C7...
(Signature of Chair, President, or Vice-President) *

Eddis Adams, President
Name and Title

Date: 11/24/2025

By: Signed by: Trish Walker 434E741F4E154F0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Trish Walker, Treasurer
Name and Title

Date: 11/24/2025

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

Hesed Christian Ministries dba Agape Homes Orcutt
425 Mooncrest Lane
Santa Maria, CA 93455
Phone: (805) 937-5475

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 develop 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.

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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).

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.

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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.
   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.

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D. 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

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 **two (2)** youth for fiscal year (FY) 25-26 and **two (2)** youth fiscal year (FY) 26-27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2025-2026

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240
MH Rehab Specialist			6240
Psychiatrist/Contracted Psychiatrist			720
TOTAL			**13,200**

Fiscal Year (FY) 2026-2027

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240
MH Rehab Specialist			6240
Psychiatrist/Contracted Psychiatrist			720
TOTAL			**13,200**

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Services shall be coded under Avatar program Name/Code

Site	Address	Code
Agape Homes Orcutt	**425 Mooncrest Lane, Santa Maria, CA 93455**	**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
Agape Homes Orcutt	**425 Mooncrest Lane, Santa Maria, CA 93455**

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 **two (2)** eligible residents for Fiscal Year 2025-2026 and **two (2)** eligible residents for Fiscal Year 2026-2027 of Monterey County. 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
2025-2026	2
2026-2027	2

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.

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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.

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):

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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. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

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.

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M. DESIGNATED CONTRACT MONITOR

Nancy Krogseng-Adams, Psy.D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
1000 S. Main Street, Suite 210-B
Salinas, CA 93901, (831) 796-1513

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.

   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

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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

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.

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2. Diagnosis Not a Prerequisite

    a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California 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.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

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B. 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 Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

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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 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.

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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.

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.

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CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

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

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 **$147,429** *(rounded to the nearest dollar)* for **FY 2025-2027***)*:

Direct Service Staff	Mode of Service	*Service Function Code	FY 2024-2025 Units of Service	Rate	FY 2024-2025 Amount
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240	$5.31	$33,134
MH Rehab Specialist			6240	$3.98	$24,835
Psychiatrist/Contracted Psychiatrist			720	$20.35	$14,652
TOTAL Fiscal Year (FY) 2025-2026			13,200		**$72,621**

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Direct Service Staff	Mode of Service	*Service Function Code	FY 2024-2025 Units of Service	Rate	FY 2025-2026 Amount
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240	$ 5.47	$34,133
MH Rehab Specialist			6240	$4.10	$25,584
Psychiatrist/Contracted Psychiatrist			720	$20.96	$15,091
TOTAL Fiscal Year (FY) 2026-2027			**13,200**		**$74,808**

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.

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B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement,

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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 **$147,429** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 28, 2025 – June 30, 2026	$72,621
July 1, 2026 to June 30, 2027	$74,808
TOTAL MAXIMUM COUNTY OBLIGATION:	**$147,429**

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

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

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B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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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 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.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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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.

F. 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

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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.

	AGAPE HOMES ORCUTT
	Business Name of Contractor
Signed by: Eddis Adams 0E7F98B3B9574C7...	**EDDIS ADAMS**
Signature of Authorized Representative	Name of Authorized Representative (printed)
11/24/2025	**PRESIDENT**
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	HESED CHRISTIAN MINISTRIES dba AGAPE HOMES ORCUTT	
Name of Designee	Eddis Adams	
Title of Designee	President	
Street: 425 Mooncrest Lane		
City: Santa Maria	State: CA	Zip: 93455
IRS Employer Identification Number	77-0021914	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Signed by: Eddis Adams 0E7F98B3B9574C7... Board President

Signature & Title of Contractor Date 11/24/2025

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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.

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,

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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.

AGAPE HOMES ORCUTT
Contractor (Organization Name)

Signed by:
Eddie Adams
0E7F98B3B9574C7...
Signature of Authorized Representative

EDDIS ADAMS
Name of Authorized Representative

11/24/2025
Date

PRESIDENT
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **July 28, 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 **HESED CHRISTIAN MINISTRIES dba AGAPE HOMES ORCUTT.** ("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. § 164.504I(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 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

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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

(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

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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 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,

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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 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

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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. § 164.504I(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

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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:

Hesed Christian Ministries dba Agape Homes Orcutt
Attn: Eddis Adams
425 Mooncrest Lane
Santa Maria, CA 93455
Phone: (805) 937-5474

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.

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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.

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:

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Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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.

I. BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Eddis Adams 0E7F98B3B9574C7...	By:
Print Name: **Eddis Adams**	Print Name: **Elsa M. Jimenez**
Print Title: President	Print Title: Director of Health Services
Date: 11/24/2025	Date:

January, 2024

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice :	(Check if Yes)
BH Division :			BH Control Number

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2024-25	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
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TOTALS				0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

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

Signature: _____ Date: _____

Title: Chief Financial Officer Telephone: _____

Send to: MCHDBHFinance@countyofmonterey.gov
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

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.

   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. 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.

   Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

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2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

(The remainder of this page is left intentionally blank)

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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**
    a. Communications and user identities are NEVER visible to any third party

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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 delivery the same as face-to-face services for all services that are possible through a telehealth platform.**

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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."

Introduced: 12/8/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute an Agreement with First Alarm for the provision of on-going building security system monitoring, for the Health Department's Behavioral Health Bureau building located at 1611 Bunker Hill Way, Suite #120, Salinas, California, for a total agreement amount of $23,886 and with a term upon execution through September 30, 2028;
b. Approve and authorize the Director of Health Services or designee to sign up to three future amendments to this Agreement where the total amendments do not exceed 10% ($2,389) of the original Agreement amount, do not significantly alter the scope of work, and do not exceed the maximum amount of $26,275; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

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 an Agreement with First Alarm for the provision of on-going building security system monitoring, for the Health Department's Behavioral Health Bureau building located at 1611 Bunker Hill Way, Suite #120, Salinas, California, for a total agreement amount of $23,886 and with a term upon execution through September 30, 2028;
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SUMMARY:

First Alarm has provided reliable alarm system services to the Health Department for more than two decades. These services include monitoring of the intrusion alarm system, the fire suppression system, and temperature-sensitive equipment used to store vaccines and other medical products. Continuation

of these services is essential to protect public health assets and ensure uninterrupted facility operations. Approval of this Agreement will allow these critical monitoring services to continue without disruption.

DISCUSSION:
The continued monitoring provided by First Alarm is vital to the safety and security of the Health Department's Behavioral Health Bureau facility located at 1611 Bunker Hill Way, Suite #120, Salinas, CA 93906. The intrusion and burglary alarm system serves as a primary safeguard against unauthorized access, theft, and potential damage to County-owned and leased property. Therefore, approval of this Agreement is necessary to maintain continuous protection, ensure regulatory compliance, and uphold the County's responsibility to safeguard public health infrastructure and assets.

OTHER AGENCY INVOLVEMENT:
The Offices of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
Appropriations for this Agreement are included in the Health Department's Behavioral Health Bureau (HEA012-8410) FY 2025-26 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:

This recommendation supports the Board of Supervisors' Strategic Plan Goal by ensuring critical safety systems remain in place to protect County facilities, staff, and temperature-sensitive medical supplies vital to public health.

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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Introduced: 12/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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____ Diverse and Thriving Economy

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Agreement

Docusign Envelope ID: BD18C083-409B-4B3C-B7EE-7EE9060AD623

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:
First Alarm

_____,

(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: 24-hour monitoring Intrusion/Burglar Alarm system services, leasing of equipment at the Behavioral Health WIC building, located at 1611 Bunker Hill Way, Ste. 120., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 23,885.66

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to September 30, 2028, 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: Prior Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Chris LeVenton, Facilities Operation Manager	Jarl Saal, Executive Chair
Name and Title	Name and Title
1270 Natividad Rd. Salinas, Ca. 93906	1111 Estates Drive, Aptos, CA 95003
Address	Address
831.755.4513	831-476-1111
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: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta

County Counsel

Chief Deputy County Counsel

Date: 11/19/2025 | 8:31 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745F6... Patricia Ruiz

Auditor/Controller

Auditor Controller Analyst I

Date: 11/20/2025 | 9:41 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

First Alarm

Contractor/Business Name *

By: Jim Norkoli Digitally signed by Jim Norkoli DN: C=US, E=jnorkoli@firstalarm.com, O=First Alarm, OU=President, CN=Jim Norkoli Date: 2025.11.13 12:49:48-08'00'

(Signature of Chair, President, or Vice-President)

Jim Norkoli, President

Name and Title

Date: 13 November 2025

By: Jarl Saal Digitally signed by Jarl Saal DN: C=US, E=jsaal@firstalarm.com, O=Denalect, OU="President ", CN=Jarl Saal Date: 2025.11.13 12:51:19-08'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jarl Saal, Treasurer/Secretary

Name and Title

Date: 13 November 2025

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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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND FIRST ALARM, A CALIFORNIA CORPORATION.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **FIRST ALARM** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 1.0, GENERAL DESCRIPTION, of the Agreement shall be amended and restated as follows:

"1.0 GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENT:

1.01 General Description:

The County herby engage CONTRACTOR to perform, and CONTRACTOR herby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Provide 24-hour monitoring Intrusion/Burglar Alarm system services, leasing of equipment at the Behavioral Health WIC building, located at 1611 Bunker Hill Way, Ste. 120., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

1.02 Termination of Prior Agreement:

County and CONTRACTOR previously entered into the following agreement:

a. Commercial Retail Installment & Service Contract, Agreement between COUNTY and First Alarm, dated July 2, 2014:

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Intrusion/Burglar Alarm System, Account #158-2154, at 1611 Bunker Hill Way, Ste. 120, Salinas 93906, existing leased equipment and 24-hour monitoring Intrusion/Burglar System services. County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Upon Execution Date of this Agreement. Therefore, upon the Execution of this Agreement, County and CONTRACTOR agree that the Prior Agreement are unconditionally terminated in their entirety and shall have no further force and effect.**"**

********** *Signature Page to Follow* **********

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – First Alarm

Approved:

By: Jim Norkoli
(Signature of Chair, President, or Vice-President)

Jim Norkoli, President
Name and Title

Date: 13 November 2025

Approved:

By: Jarl Saal
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)

Jarl Saal, Secretary/Treasurer
Name and Title

Date: 13 November 2025

COUNTY OF MONTEREY

Approved as to Form:

By: DocuSigned by: Stacy Saetta C05CE1B99F444A9... Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel
Date: 11/19/2025 | 8:31 AM PST

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz 57C8E84E5E7454B... Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I
Date: 11/20/2025 | 9:41 AM PST

Approved:

By:
Director of Health Services

Date:

Approved:

By:
Contracts/Purchasing Officer

Date:

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EXHIBIT A

To Agreement by and between
County of Monterey, on behalf of Monterey County Health Department, hereinafter referred to as "COUNTY"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for installation, monitoring, maintenance, and repair of the below equipment and systems at 1611 Bunker Hill Way, Ste. 120, Salinas, California 93906 (service location) CS# 158-2154, as set forth below:

1. Existing Equipment:

- Intrusion Security System at **1611 Bunker Hill Way, Ste. 120., Salinas, California, 93906** for: One (1) **Intrusion Security Alarm System**.

DEVICE	DESCRIPTION/LOCATION	DEVICE COUNT
DMP 7073i	4 Zone Keypad (By front door)	1
702	Horn (Above keypad)	1
SMP3	Power supply (Break room)	1
BKMWH	Horn (Break room)	1
ZN 51 N75	Contact Front Door	1
ZN 52	OPXF 360 Motion (Main area)	2
ZN 53 N75	Contact Front Door (Sliders Left & Right)	2 1
ZN 54 DSBD L2	Hall & Office Motions	2

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$23,885.66** 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:

B.2 New service fees from existing equipment described in above section A.1.1

Price for year of 2025

Intrusion Security Systems	Monthly Cost	Quarterly Cost
Activity Reports	$6.66	$19.98
Monitor Lease (Landline)	$98.74	$296.22
Open/Close Log	$10.90	$32.70
TOTAL	**$116.30**	**$348.90**

2.8% Price Increase Effective January 1, 2026

Intrusion Security Systems	Monthly Cost	Quarterly Cost
Activity Reports	$6.85	$20.55
Monitor Lease (Landline)	$101.50	$304.50
Open/Close Log	$11.21	$33.63
TOTAL	**$119.56**	**$358.68**

B.3 Total Agreement Payment

Service Description	Service Amount
Monthly Fees (41 months)	$4,885.66
New Installation/Equipment Fees	$6,000.00
Outstanding Invoices (2024 – 2025)	$5,000.00
Emergency Repair Services/Equipment: Added services and/or expenditures as required for emergency repair required to maintain existing equipment. The aforementioned services and/or expenditures may be added by written	$8,000.00

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approval from the Health Department Facility Manager prior to providing services.	
Total Agreement Payment	**$23,885.66**

All written reports required under this Agreement must be delivered to Chris Le Venton COUNTY's or designee Contract Manager, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration. During the entire term of this AGREEMENT, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this AGREEMENT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices **shall** be emailed directly to: MCHDBHFinance@countyofmonterey.gov
Cc: belmana@countyofmonterey.gov

Invoices may be mailed to:

Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

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No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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FIRST ALARM SECURITY SERVICES

COMMERCIAL RETAIL INSTALLMENT CONTRACT

Alarm System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530

1111 Estates Dr.
Aptos, CA 95003
(831) 476-1111
Fax: (831) 685-6629

607 Charles, Suite A
Seaside, CA 93955
(831) 649-1111
Fax: (831) 899-7510

2365 Paragon Dr., Suite E
San Jose, CA 95131
(408) 866-1111
Fax: (408) 615-8290

6555 Hunter Dr., Suite 7
Rohnert Park, CA 94928
(707) 542-1111
Fax: (707) 586-2464

This Agreement is entered into this 28 **day of** APRIL 2014, 200___ **by FIRST ALARM, a California corporation, hereinafter referred to as "Company," and** COUNTY OF MONTEREY **, hereinafter referred to as "Subscriber," at:** 1611 SUITE 120 BUNKER HILL WAY SALINAS **, California.**

1)Installation of Company Owned System: We will install the security system described below, provide repair service and the other services described herein. The alarm system is herein referred to as the "System." The System will always remain our property.

Approximate Installation Starting Date: 06-15-2014 **Approximate Installation Completion Date:** 10-15-2014

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. **Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provided Company with the license or permit number.**

Qty.	Type of Detection	Location
1	Keypad	1611Suite 120
3	Door Contacts	1611 Suite 120Entry Door
1	Interior Siren	SUITE 120
2	Ceiling Mounted Motion Detectors	SUITE 120 ,
2	Motion Detectors	Suite 120
1	Power Supply	Suite 120
1	8 Amp Batteries	Power Supply
	Total Installation fee is	$1.318.00
	Monthly fee for Suite 120 is $ 104.00 includes daily timer test, user code audit with weekly e-mail.	X CJV
	These devices are connected to the control panel in at 1615 Bunker Hill Way Suite 100.	
	We will need your IT department to designate usable pairs of phone/network lines between buildings 1615 & 1611 in order for us to alarm suite 120	

COMPANY OWNED SYSTEM

Contract Status:

☑ New ☐ Addition
☐ Activation of Existing system

Types of Service(s):

☑ Burglar ☐ Fire ☐ CCTV ☐ Access ☐ Other: _____

Monthly Expense:

		Initial
☐ Standard Monthly Expense	$ body	
☐ Standard Monthly Auto Pay Expense	$	

Recurring Billing:
☐ Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually

Enhanced Service Options:

Service	Mo. Amt.	Initial
24-Hour Test Report	$ body	
Weekly Test Report	$	
U.L. Certification	$	
On Site System Testing*	$	
*Fire testing frequency per NFPA requirements.		
Open/Close Activity Log	$	
Supervised Schedule	$	
Activity Reports	$ body	
Remote Account Services	$	
First-Link Online Account Access	$	
SecureCom RF* (Line Security)	$	
SecureCom IP* (Line Security)	$	
SecureCom Cell*	$	
*All SecureCom equipment remains property of First Alarm.		
E-mail Reports ☐ Daily ☐ Weekly	$ body	
E-mail Address:		
Mailed Reports ☐ Weekly ☐ Monthly	$	

☐ *I decline all Enhanced Service Options* **Client Initial** (_____)

2)Price, Payment and Term:
Subscriber hereby agrees to pay Company, its agents or assigns, the sum of

$ ZERO---------- Dollars ($ 00.00) upon execution of this Agreement and

$ ONE THOUSAND ONE HUNDRED SIXTY TWO---------- Dollars ($ 1,318.00) upon completion of the installation.

For the installation of the System you agree to pay ZERO percent (0 %) of the total Install Amount shown above upon signing of this Agreement and the balance upon substantial completion of the installation. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of the System you will pay us the Total Monthly Service Fee, in advance, starting on the first day of the month following the month in which service begins. In addition, you will pay the prorated service fee for the month in which service starts, and any applicable sales or use taxes. **This Agreement will have an original term of five (5) years and automatically renew and continue for successive three (3) year terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term.** You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

Client Initial (CJV)

3)Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24 hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not, because of concealed obstructions or hazards such as pipes, wires or other obstructions, are present any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you.

4)Alarm System Monitoring Service: If you have subscribed to monitoring service, we shall connect the System(s) to our monitoring facility (the "Center"). When an alarm signal from the System is received, the Center will try to telephone the proper police or fire department or other emergency personnel and the first available person on the emergency call list you give us; and when a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. We and the Center may discontinue any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the tape recording of all telephonic communications between your premises and our offices, including the Center. You acknowledge and agree that both you and Company are required to comply with all laws, rules, and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires physical or visual verification or multi-telephone verification (e.g. two-call verification) of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee.

5)Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service. You will pay for all telephone charges including any installation fee for a special RJ31X jack to connect the System to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in your premises, however, **when the System is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line.** If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. If a cellular communications system is used for back-up transmission of alarm signals from your premises to the Center, you acknowledge that the use of cellular systems are controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute telephone service. Cellular transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. You may be required to execute an additional agreement for cellular transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the System because of area code changes or other dialing pattern changes. **The use of DSL or other broadband telephone service may prevent the System from transmitting signals to the Center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

6)False Alarms: You agree that you and others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

7)Repair Service: We shall provide repair service for the System. Subscriber agrees to allow reasonable access to the System. Repair service includes all parts and labor for repairs necessitated by ordinary wear and tear, but does not include window screens or disposable items such as camera film, video tape and batteries which you agree to pay for at our prevailing rates. We may substitute materials of equal quality at time of replacement and may install reconditioned used parts. All repairs shall usually be performed as soon as reasonably possible during our normal business hours which are 9:00am to 5:00pm Monday through Friday except Company holidays. You shall pay us our then prevailing premium labor rate for all repairs provided at other times which include a one-hour minimum visit charge. You shall pay us for all parts and labor necessary to repair the System as a result of damage caused by accident, misuse, acts of God, attempted unauthorized repair service; extraordinary maintenance and repair due to alterations in your premises, alterations to the System made at your request, required by the governmental agency having jurisdiction over the System, requested by your insurance provider, made necessary by alterations to your premises, damage to your premises, your failure to follow proper operating instructions provided by us with respect to the System, or any cause beyond our reasonable control. Charges for repairs will be based upon our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. If you fail to pay for such charges upon completion of the work, we may terminate this Agreement.

8)Subscriber's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining film and/or video tape for CCTV systems and we do not provide film developing or video editing services.

9)Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) You do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/ or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the System, decals and yard signs from your premises pursuant to Section 12. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

10)Termination, Default, and Removal of System: You acknowledge and agree that this Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF THE COMPANY. You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but our service personnel. In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration or termination of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. We may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to recovery of our loss of profit for any unexpired term of this Agreement. We agree to remove the System, or any portion of the System, in a workmanlike manner, but we shall not be responsible for or have any obligation to repair minor damage to your premises (such as, but not limited to, screw or fastener holes, or paint or wall finishing damage) resulting from such removal. You will return the System to us in good condition, reasonable wear and tear excepted. You agree that installation of the System does not create a fixture to your premises. Company shall not be liable for any conditions of the premise upon removal of the System. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law which ever is less.

11)Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 13 and 14, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

12)Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

13)Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System.

Docusign Envelope ID: BD18C083-409B-4B3C-B7EE-7EE9060AD623

THEREFORE YOU AGREE

Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

14)Third Party Indemnification and Subrogation. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damage happens while one of our employees or subcontractors is in or about your premises, and such harm or damage is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

15)Limitation on Lawsuits; Reference: Both Company and Subscriber agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Company in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq.* of the *California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2* of the *California Code of Civil Procedure*, as amended from time to time.

16)INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Service Fee Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

17)ENTIRE AGREEMENT. The entire and only Agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or Agreements. It may only be changed by a written Agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

18)OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMSSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND TWO COPIES OF THE NOTICE OF CANCELLATION FORM. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANYWAY INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

19)DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 13 AND 14 OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE LESSER OF $250.00 OR SIX (6) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

FIRST ALARM	**SUBSCRIBER NAME:**
Alarm Employee Registration No. ACE 82914	County of Monterey
VINCENT CARDINALE	
By (Alarm Employee):	**By (Owner):** CONTRACTS/PURCHASING OFFICER COUNTY OF MONTEREY
By (Authorized Officer):	**Date Signed:** 7-2-14

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER APPROVED IN WRITING BY A MANAGER, OR WE START THE INSTALLAION OR SERVICE. IN THE EVENT OF NON-APPROVAL, THE LIABILITY OF COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON THE SIGNING OF THE AGREEMENT.

FOR OFFICE USE ONLY **Job#** **CS#** **Customer#** **COMMENTS/CLARIFICATION:**	**BILLING ADDRESS: (IF billing address is different than Site)** **Name:** County of Monterey - Dept. of Health **Street Address:** 1270 Natividad Rd.
	City: Salinas **State:** CA **Zip:** 93906 **County:** Monterey
	Contact Person: Accounts Payable
	Telephone Number: 831-755-4532
	Site Telephone Number: 831-755-4302 **Fax Number:** -----

Responsible Persons Emergency Call List:

Please list those whom you would like First Alarm to call in the event an alarm status is received by our Central Station from your system. Please list the names and telephone numbers in the order in which you would like them called (your own telephone numbers included). Persons listed must have access to the premises and knowledge of how to reset your alarm system.

	Name & Position	Home Telephone #	Work Telephone #	Pager/Cell #
1.	Furnished via separate cover	( )	( )	( )
2.		( )	( )	( )
3.		( )	( )	( )

Introduced: 12/11/2025

Current Status: Health Department - Consent

Version: 1

Matter Type: General Agenda Item

Approve and adopt the proposed amended Bylaws of the County of Monterey Behavioral Health Commission (BHC).

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve and adopt the proposed amended Bylaws of the County of Monterey Behavioral Health Commission (BHC).

SUMMARY:
The Monterey County Behavioral Health Commission (BHC) acts in an advisory capacity to the Board of Supervisors and the County of Monterey Health Department Behavioral Health Bureau on topics related to the provision of mental health and substance use disorder needs and services in the County pursuant to Welfare and Institutions Code Section 5604 (WIC § 5604) by Resolutions Nos. 2021 and 86-76 of the Board of Supervisors for the County of Monterey (Board of Supervisors). BHC has voted to amend its Bylaws and is seeking the Board's approval and adoption of the changes.

DISCUSSION:
On November 20, 2025, the BHC voted to accept the proposed amendments to the Behavioral Health Commission Bylaws, specifically Article 5, Section 5.01 to address misalignment in officer terms.

Currently, the Chairperson-Elect is elected annually, while the Chair's terms was previously extended to two years without updating the Elect's term. The staggered terms disrupt continuity and create gaps in preparation and momentum.

The goal of the proposed amendment is to promote greater leadership stability, cut down on executive turnover, and make transitions as smooth as possible for our commission.

The proposed amended bylaws update Article 5, Section 5.01 of the bylaws to ensure the committee's purpose, powers, and authority are reflective to WIC §5604 for the following:

1. **Alignment of Terms:** Electing the Chairperson-Elect in the same year the current Chair starts their two-year term. They serve concurrently for those two years; auto-assume Chair role at

end (unless Chair is re-elected).

Current language under Section 5.01 (c) states that the election of Chairperson-Elect is elected at the first meeting of every calendar year, which keeps things on a one-year cycle. The proposed language shifts that to the first meeting of the year when the Chair begins their two-year term, extending the Elect's term to two years as well, with automatic succession unless re-elected. As for vacancies, this will trigger a special election to keep the pipeline full.

2. **Vacancy Provision:** If the Chair-Elect spot opens up, BHC would hold a special election at the next meeting to fill the rest of the two-year term. For a Chair vacancy, the Elect jumps in immediately to finish the term, and BHC would elect a new Chair-Elect following a special election process.

   The proposed language to Section 5.01 (d) states that the two-year term stays, but re-elections are now explicitly at the end of that term-no more annual option. Vacancies get handled swiftly by the Elect stepping up, followed by electing a new one per subdivision (c). These tweaks are minimal but fix the core misalignment without overhauling the whole structure.

3. **Election Timing:** Re-elections for Chair would only happen at the end of the full two-year term, eliminating disruptive annual cycles, resulting in greater consistency.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 1 Build Community Power and Partner's Capacity to Increase Equity and Improve Health, and 4 Deepen Organizational Effectiveness and Support Long-Term Sustainability, it is in support of one or more 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 and 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved this amended Bylaws of the County of Monterey Behavioral Health Commission as to legal form.

FINANCING:
There is no financial impact resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will create a smoother and more efficient transition in BHC leadership, while minimizing disruptions. The BHC can then focus on topics related to the provision of mental health and substance use disorder needs and services in the County, which aligns with the Strategic Plan Goal of Well-being and Quality of Life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X___ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Sandra Cortez, Management Analyst II, 755-4694
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A Current Bylaws of the Behavioral Health Commission
Attachment B Proposed Amended Bylaws of the Behavioral Health Commission (Red-line Version)
Attachment C Proposed Amended Bylaws of the Behavioral Health Commission (Clean Version)

Introduced: 12/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

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Currently, the Chairperson-Elect is elected annually, while the Chair's terms was previously extended to two years without updating the Elect's term. The staggered terms disrupt continuity and create gaps in preparation and momentum.

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The proposed amended bylaws update Article 5, Section 5.01 of the bylaws to ensure the committee's purpose, powers, and authority are reflective to WIC §5604 for the following:

1. **Alignment of Terms:** Electing the Chairperson-Elect in the same year the current Chair starts their two-year term. They serve concurrently for those two years; auto-assume Chair role at end (unless Chair is re-elected).

   Current language under Section 5.01 (c) states that the election of Chairperson-Elect is

elected at the first meeting of every calendar year, which keeps things on a one-year cycle. The proposed language shifts that to the first meeting of the year when the Chair begins their two-year term, extending the Elect's term to two years as well, with automatic succession unless re-elected. As for vacancies, this will trigger a special election to keep the pipeline full.

2. **Vacancy Provision:** If the Chair-Elect spot opens up, BHC would hold a special election at the next meeting to fill the rest of the two-year term. For a Chair vacancy, the Elect jumps in immediately to finish the term, and BHC would elect a new Chair-Elect following a special election process.

   The proposed language to Section 5.01 (d) states that the two-year term stays, but re-elections are now explicitly at the end of that term-no more annual option. Vacancies get handled swiftly by the Elect stepping up, followed by electing a new one per subdivision (c). These tweaks are minimal but fix the core misalignment without overhauling the whole structure.

3. **Election Timing:** Re-elections for Chair would only happen at the end of the full two-year term, eliminating disruptive annual cycles, resulting in greater consistency.

This work supports the following County of Monterey Health Department 2025-2028 Strategic Plan Goal(s): 1 Build Community Power and Partner's Capacity to Increase Equity and Improve Health, and 4 Deepen Organizational Effectiveness and Support Long-Term Sustainability, it is in support of one or more 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 and 9. Evaluate effectiveness, accessibility, and quality of personal and population-based health services.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of the County Counsel has reviewed and approved this amended Bylaws of the County of Monterey Behavioral Health Commission as to legal form.

FINANCING:
There is no financial impact resulting from this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement will create a smoother and more efficient transition in BHC leadership, while minimizing disruptions. The BHC can then focus on topics related to the provision of mental health and substance use disorder needs and services in the County, which aligns with the Strategic Plan Goal of Well-being and Quality of Life.

Mark a check next to the related Board of Supervisors Strategic Plan Goals:

_X___ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared by: Sandra Cortez, Management Analyst II, 755-4694
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Attachment A Current Bylaws of the Behavioral Health Commission
Attachment B Proposed Amended Bylaws of the Behavioral Health Commission (Red-line Version)
Attachment C Proposed Amended Bylaws of the Behavioral Health Commission (Clean Version)

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MONTEREY COUNTY
BEHAVIORAL HEALTH COMMISSION
BY-LAWS

ARTICLE 1 Name, Purpose, Powers, and Authority

Section 1.01 Name

The name of this legislative body is the Monterey County Behavioral Health Commission ("Behavioral Health Commission"). The Behavioral Health Commission is the local advisory commission reviewing "behavioral health," meaning mental health and substance use disorder, needs and services in Monterey County pursuant to Welfare and Institutions Code Section 5604 by Resolutions Nos. 80-12 and 86-76 of the Board of Supervisors for the County of Monterey ("Board of Supervisors").

Section 1.02 Purpose, Powers, and Authority

Per Welfare and Institutions Code 5604.2:

a) The Behavioral Health Commission shall do all the following:

1) Review and evaluate the community's public behavioral health needs, services, facilities and special problems in any facility within the county or jurisdiction where behavioral health evaluations or services are being provided, including, but not limited to, schools, emergency departments, jail, juvenile hall, and psychiatric facilities;

2) Review any County agreements entered into pursuant to Welfare and Institutions Code Section 5650. The Behavioral Health Commission may make recommendations to the governing body regarding concerns identified within these agreements;

3) Advise the Board of Supervisors and the local Behavioral Health Director as to any aspect of the local behavioral health program. The Behavioral Health Commission may request assistance from the local patients' rights advocates when reviewing and advising on behavioral health evaluations or services provided in public facilities with limited access;

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4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of behavioral illness and their families, community members, advocacy organizations, and behavioral health professionals. It shall also include other professionals that interact with individuals living with behavioral illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans;

5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system;

6) Review and make recommendations on applicants for the appointment of the local Behavioral Health Director. The Behavioral Health Commission shall be included in the selection process prior to the vote of the Board of Supervisors;

7) Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council;

8) Nothing in this part shall be construed to limit the ability of the Board of Supervisors to transfer additional duties or authority to the Behavioral Health Commission.

b) Assessment of Realignment: It is the intent of the Legislature under Welfare and Institutes Code section 5604.2(b), that, as part of the duties pursuant to subdivision (a), the Behavioral Health Commission shall assess the impact of the realignment of services from the State to the County on services delivered to clients and on the local community.

Section 1.03 Behavioral Health Commission Member Responsibilities

The responsibilities of a Behavioral Health Commission member is to:

a) Function as an active and responsible member of the Behavioral Health Commission and attend all Behavioral Health Commission meetings;

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b) Participate in the deliberations and decisions of the Behavioral Health Commission;

c) Assume such responsibilities and undertake such actions as may be required by law, by the Articles and By-Laws of the Behavioral Health Commission, and/or by specific Behavioral Health Commission decisions and assignments specified in Section 5604 (a)-(f) of the Welfare and Institutions Code;

d) Accept responsibility for making informed decisions and policies by requesting accurate information, asking questions, probing, analyzing and, finally, supporting publicly the decisions made collaboratively;

e) Act as a consumer/community advocate for local behavioral health services;

f) Act as an official representative of the Behavioral Health Commission only with the formal sanction of the Behavioral Health Commission;

g) Serve on at least one subcommittee or task force, as needed, and attend community events and/or task force meetings, committing one (1) or more hours per month to Behavioral Health Commission activities;

h) Bring concerns regarding the Behavioral Health Commission's functioning to Behavioral Health Commission meetings where they can be dealt with openly and productively;

i) Work collaboratively within the defined structure of the Behavioral Health Commission and with local behavioral health staff to improve the delivery of behavioral health services in accordance with the official direction provided by the Board of Supervisors.

j) Complete all Clerk of the Board requirements for service on a Brown Act Commission, including mandatory Ethics training.

ARTICLE 2 Composition

Section 2.01 The Behavioral Health Commission shall consist of 17 members appointed by the Board of Supervisors.

a) Consumer, Family Member: Pursuant to Welfare and Institutions Code section 5604(a)(2)(B), at least 50% of the membership shall be consumers or the

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parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least 20% of the total membership shall be consumers, and at least 20% shall be family members of consumers. Effective January 1, 2025, one of these members shall be an individual who is 25 years of age or younger;

b) Veteran or Veteran Advocate. Pursuant to Welfare and Institutions Code section 5604(a)(2)(C), at least one member of the Behavioral Health Commission shall be a veteran or veteran advocate.The Department of Health shall notify the Monterey County Military & Veterans Affairs Office of a vacancy. “Veteran advocate” means a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.

c) Employee of Local Education Agency. Pursuant to Welfare and Institutions Code section 5604(a)(2)(D) and effective January 1, 2025, at least one member of the Behavioral Health Commission shall be an employee of a local education agency. The Department of Health shall notify the Monterey County Office of Education of a vacancy;

d) Supervisor from the Board of Supervisors. The Board of Supervisors shall appoint one of its members to serve on the Behavioral Health Commission as a voting member and one of its members to serve as an alternative on the Behavioral Health Commission;

e) First Responder Member: The Board of Supervisors may appoint a local First Responder agency member in accordance with the provisions of this Article regarding the composition of the Behavioral Health Commission and as required by law. The local First Responder agency member shall be a voting member of the Behavioral Health Commission;

f) Other Members: The remaining members shall be selected from individuals who have experience with or knowledge of the local behavioral health system;

g) Associate Members: The Board of Supervisors may appoint up to five associate members between the ages of 15 and 18 years to bring the perspectives of youth to the Behavioral Health Commission. These associates will have no voting privileges but will have the right to participate in all other matters of the board, with the exception of training conducted in areas outside the County. Associate Members shall not be counted for purposes of establishing a quorum. Associate

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Members shall observe all rules, regulations and policies applicable to members. The members of this class serve a term of one year. Terms will expire on December 31 of each year;

h) Non-Voting Members: The Behavioral Health Commission will also consist of Non- Voting Behavioral Health Commission Members ("Non-Voting Members"), with no more than one member from each supervisorial district. Interested community members shall be considered for appointment as Non-Voting Members whenever there are no current vacancies on the Behavioral Health Commission. The process for appointment of Non- Voting Members shall be the same as for Behavioral Health Commission members. Non-Voting Members' responsibilities shall be the same as Behavioral Health Commission members, as described in Section 1.03 above. Non-Voting Members shall be allowed to sit with the Behavioral Health Commission and participate in discussions of agenda items, but shall not be allowed to move, second, or vote on any matter coming before the Behavioral Health Commission or any committee of the Behavioral Health Commission. A Non-Voting Member may not be elected as an officer of the Behavioral Health Commission. Non-Voting Members shall not be counted for purposes of establishing a quorum. Non-Voting Members shall observe all rules, regulations and policies applicable to members.

Section 2.02 The Behavioral Health Commission shall make every effort to ensure that the composition of the Behavioral Health Commission represents the demographics of the County as a whole, to the extent feasible. When a Commission member resigns or is not reappointed, the Behavioral Health Commission shall remind the appointing power of Welfare and Institutions Code Section 5604.5(b) which states that the Behavioral Health Commission By-Laws shall, "Ensure that the composition of the behavioral health board represents the demographics of the county as a whole, to the extent feasible," and Section 5604(a) which states that, "The board membership should reflect the ethnic diversity of the client population in the county to the extent possible."

Section 2.03 Consistent with Welfare and Institutions Code Section 5604(d):

a) Except as provided in paragraph (b), no member of the Behavioral Health Commission or his or her spouse shall be a full-time or part-time employee of the Behavioral Health Bureau, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a behavioral health contract agency;

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b) A consumer of behavioral health services who has obtained employment with an employer described in paragraph (a) and who holds a position in which he or she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning his or her employer that may come before the Behavioral Health Commission.

Section 2.04 Consistent with Welfare and Institutions Code Section 5604(e), members of the Behavioral Health Commission shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

Section 2.05 The Behavioral Health Commission, consistent with Welfare and Institutions Code 5604(a)(2), "may recommend appointees to the county supervisors." Under the same section, 5604(a)(2), "Counties are encouraged to appoint individuals who have experience with and knowledge of the local behavioral health system."

Section 2.06 Members of the Behavioral Health Commission shall receive no compensation for their services except as provided for under Article 8, Section 8.01.

ARTICLE 3 Terms of Office (Vacancies and Replacements)

Section 3.01 Terms of Office

The term of each member of the Behavioral Health Commission shall be three years. The terms of the members shall be staggered so that the terms of at least five members appointed by the individual Supervisors expire each year. The terms shall run from June 1 of the year of appointment until May 31 three years later.

Section 3.02 Vacancies and Replacements

a) A vacancy shall exist based on the occurrence of any of the following:

1) When a member submits a written resignation to the Behavioral Health Commission Chairperson and the appointing Supervisor accepts the resignation in writing;

2) When a member is absent a total of four (4) meetings in a calendar year;

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3) When a member is absent from two (2) meetings in a calendar year without providing prior notification of each absence to the Commission Secretary by noon on the Wednesday before the scheduled meeting;

4) When a member's death, disability, or any other circumstances prevents him/her from completing a term;

5) When a member's term has expired;

6) When a member no longer resides in the County, or otherwise does not meet the qualifications of appointment.

b) Upon majority recommendation of the Behavioral Health Commission, any member may be removed from office by a majority vote of the Board of Supervisors favoring such removal.

c) When a prospective vacancy is imminent, or when a member resigns, the Behavioral Health Commission Chairperson shall forthwith notify the Board of Supervisors in writing. If the vacancy is for the position of Veteran Advocate, the Department of Health shall notify the Monterey County Military & Veterans Affairs Office of the vacancy, pursuant to Welfare and Institutions Code section 5406(a)(2).

Section 3.03 Leave of Absence

A member may request a "leave of absence" from the Behavioral Health Commission consisting of more than two consecutive absences or more than three absences in a calendar year. Requests for a leave of absence shall be submitted in writing to the Chairperson who will submit the request to the Behavioral Health Commission at its next regularly scheduled meeting. Majority recommendation of the Behavioral Health Commission will be communicated to the appointing Supervisor who will make the final decision. Factors taken into account by the Behavioral Health Commission in reviewing a request for leave of absence will include the number of vacancies on the Behavioral Health Commission at that time and the requesting member's past history of attendance. A leave of absence will only be considered by the Behavioral Health Commission if the reason for the leave is due to an emergency, extraordinary or extenuating circumstance and the member is able to offer a definite date of return to Behavioral Health Commission business.

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The Behavioral Health Commission may grant a member a leave of absence not to exceed 6 months. To grant such a leave, the Chairperson shall announce it at a Behavioral Health Commission meeting and notify the appointing Supervisor. The leave of absence will become effective at the meeting at which it is announced. The leave of absence waives the limitation of other types of absences stated in this Article. If the member's term expires during a leave of absence, the member must reapply for membership to the Behavioral Health Commission.

ARTICLE 4 Meetings

Section 4.01 The Behavioral Health Commission shall meet a minimum of ten times a year. Regular meetings shall not be scheduled in July and December. Regular meetings shall be held during the last week of each calendar month at 5:30 p.m. The meeting place shall be moved around the County, at various sites in different parts of the County. In September of each calendar year, the Behavioral Health Commission shall set the date and place of its regularly scheduled meetings for the upcoming calendar year. Subsequent Public Notice of the yearly calendar shall be made thereafter.

Any amendment to the time and place of the regularly scheduled meetings of the Behavioral Health Commission shall be determined by a majority vote of the Behavioral Health Commission. All Behavioral Health Commission meetings shall be held at locations freely accessible to all members of the public.

Section 4.02 The agenda of the regular meetings of the Behavioral Health Commission shall be posted in a place available to the public at least 72 hours prior to the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed, and no action is to be taken on non-agenda items unless:

a) By a majority vote a determination is made that an emergency situation exists (emergency situation means work stoppage or other activity which severely impairs health, safety or both, or a crippling disaster which severely impairs public health, safety or both);

b) By a determination of two thirds of the members, or if less than two thirds of the members are present, then by a unanimous vote of the members present, that the need to take action arose subsequent to the agenda being posted;

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c) By the item being continued from a prior meeting held less than five days previously, at which time the item was posted.

Section 4.03 Every agenda shall provide an opportunity for members of the public to directly address the Behavioral Health Commission on items of interest to the public that are within the subject matter jurisdiction of the Behavioral Health Commission. The Behavioral Health Commission may make reasonable rules and regulations limiting the time allocated for public testimony on issues and for each individual speaker.

Section 4.04 A special meeting may be called, consistent with the Brown Act, at any time by either the Chairperson of the Behavioral Health Commission or a majority of its members. This shall be done by delivering personally, or by mail, written notice to each member and each local newspaper, radio, or TV station which requests written notice. That notice must be received at least 24 hours prior to the meeting. The notice shall include the time and place of the meeting and the business to be transacted. No other business shall be considered at these meetings. In the case of an emergency situation, the Behavioral Health Commission may hold an emergency meeting without compliance within the 24-hour notice requirement. The Behavioral Health Commission must, however, attempt to notify by telephone, at least one hour prior to the start of the meeting, any media that has requested notice of special meetings.

Section 4.05 No meeting excluding the public may be held without first advising County Counsel of the specific purpose or purposes of such meetings and receiving written advice from County Counsel that it is legal to hold such a session or meeting.

Section 4.06 Behavioral Health Commission action may be taken by a majority of those present and voting and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance.

Section 4.07 A quorum shall be defined as one person more than one-half of the appointed members. When the number of appointed members is an odd number, this requirement is satisfied by dividing the number of appointed members in half, and then rounding that quotient to the next whole number. The definition of appointed members excludes unfilled positions, including partially appointed members who have not completed all requirements of the Clerk of the Board’s Office, such as mandated Ethics training, and those positions vacated by resignation or removal. A quorum must be present for any Behavioral Health Commission action.

ARTICLE 5 Officers

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Section 5.01 Officers

a) All members of the Behavioral Health Commission shall be eligible to be elected officers of the Behavioral Health Commission;

b) The officers of the Behavioral Health Commission shall be Chairperson, Chairperson- Elect, Past Chairperson, and Committee Chairpersons;

c) The Chairperson-Elect shall be elected during the first meeting of the calendar year.

d) The Chairperson shall serve for two years. The Chairperson may run for re-election at the annual election;

e) Officers to serve as Committee Chairpersons shall be elected during the first meeting of the calendar year or at any time when the Chairperson proposes to form a Committee to carry out the responsibilities of the Commission, shall serve for one year, and may run for re-election at the annual election.

Section 5.02 Duties of the Chairperson

a) The Chairperson shall be the Chief Executive Officer of the Behavioral Health Commission and preside at all general membership;

b) The Chairperson shall establish the agenda for Behavioral Health Commission meetings;

c) The Chairperson is responsible for interpretation, implementation, and enforcement of the By-Laws; sets policies in accordance with the By-Laws, and recommends policies to the Behavioral Health Commission for approval;

d) The Chairperson is the official spokesperson for the Behavioral Health Commission;

e) The Chairperson shall be in consultation with the local Behavioral Health Director;

f) The Chairperson shall appoint standing committees and act as an ex-officio member of each of these committees;

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g) The Chairperson shall have the authority to appoint all appointive positions, committees and committee members not otherwise provided for, and may call on any Officer of the Commission for assistance in the implementation of the duties assigned to the Officers, or the general membership of the Behavioral Health Commission;

h) The Chairperson shall sign all official documents approved by the Behavioral Health Commission or delegate such responsibility as necessary to staff, and shall initiate and pursue communication with members and outside individuals, organizations, agencies or other entities, as may be required;

i) The Chairperson is ultimately responsible for the production of, and submission to, the Board of Supervisors and the County Administrative Officer, by July 30 of each year, a short, concise, annual report which shall contain a summary of the Behavioral Health Commission's preceding fiscal years' activities and projects, a list of individual Behavioral Health Commission members and their responsibilities with the Behavioral Health Commission, and any other information requested by the Board of Supervisors;

j) The Chairperson shall attend the State wide annual meeting of the California Association of Local Behavioral Health Boards and Commissions. If the Chairperson is unable to attend the aforementioned meeting, the Chairperson shall appoint another Officer of the Commission to attend said meeting.

Section 5.03 Duties of the Chairperson-Elect

The Chairperson-Elect assists the Chairperson as requested by the Chairperson and, in the absence, disability, or resignation of the Chairperson, functions as the Chairperson until the next election.

Section 5.04 Duties of the Past Chairperson

The Past Chairperson assists the Chairperson as requested by the Chairperson, and in the absence, disability, or resignation of the Chairperson-Elect, functions as the Chairperson- Elect until the next election.

Section 5.05 Duties of Committee Chairpersons

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The Committee Chairpersons shall be responsible for their respective standing and/or ad hoc committee assignments being met as outlined in Section 1.02 Purpose, Power and Authority.

ARTICLE 6 Standing Committees and Ad Hoc Committees

Section 6.01 Standing committees shall be designated by the Chairperson with the approval of the Behavioral Health Commission.

Section 6.02 Ad hoc committees may be appointed by the Chairperson as required to further the purpose, power and authority of the Behavioral Health Commission. These committees shall serve at the discretion of the Chairperson and confirmation of the Officers of the Behavioral Health Commission.

Section 6.03 Members of standing and ad hoc committees need not be Behavioral Health Commission members, except that the Behavioral Health Commission Chairperson shall designate Behavioral Health Commission members to serve on said committees.

Section 6.04 The standing and ad hoc committees shall be authorized to help carry out the duties and functions of the Behavioral Health Commission. The actions and recommendations of these committees shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members. The establishment and dissolution of all such committees not represented in the By-Laws shall be reported to the Board of Supervisors in the Behavioral Health Commission minutes.

Section 6.05 Pursuant to Welfare and Institutions Code section 5604.5(e), the Behavioral Health Commission shall have an executive committee comprising an odd numbers of members, three (3) members or more, including the Chairperson, the Chairperson-Elect, and all other members necessary to help carry out the duties and functions of the Behavioral Health Commission, particularly the annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system. The actions and recommendations of this committee shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members.

ARTICLE 7 Administrative Secretary

Section 7.01 The Director of Behavioral Health shall designate an employee of

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the Behavioral Health Bureau as his/her representative to be the Administrative Secretary.

Section 7.02 The Administrative Secretary shall:

a) Be responsible for final presentation of the minutes to the Behavioral Health Commission, the Board of Supervisors, and the County Administrative Officer;

b) Cause to be kept, a full and true record of all meetings of the Behavioral Health Commission;

c) Cause to be issued notices of regular and special meetings of the Behavioral Health Commission and all steps necessary to comply with the Brown Act;

d) Maintain a record of attendance of Behavioral Health Commission members;

e) Coordinate with the Clerk of the Board on the appointment and vacancy of Behavioral Health Commission members;

f) Coordinate collaboration with community members.

ARTICLE 8 Expenses

Section 8.01 The members of the Behavioral Health Commission may seek compensation for driving to and from Behavioral Health Commission meetings, and by seeking such compensation, understand this compensation will be reported as taxable income. Members may also seek reimbursement for reasonable expenses necessarily incurred to conduct official County business, including travel, lodging, childcare, and meals. Members must adhere to the County of Monterey's established Travel and Business Expense Reimbursement Policy. All such reimbursements for reasonable expenses must be approved in writing by the Behavioral Health Director before such expenses are incurred. Standard rates allowed County personnel shall be paid for reimbursement; all claims are subject to the approval by the County Auditor-Controller.

ARTICLE 9 Rules of Order

Section 9.01 Except when State laws or regulations, County ordinances, County Counsel recommendation, or these By-Laws apply, procedures of the Behavioral Health Commission shall be governed by Robert's Rules of Order.

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ARTICLE 10 Amendments

Section 10.01 These By-Laws may be amended by majority vote at any meeting called in accordance with the By-Laws provided notice of the proposed amendment was given, in advance, with the call for the meeting. Proposed amendments to the By-Laws shall be reviewed by County Counsel prior to the noticed meeting.

Section 10.02 These By-Laws, and any amendments thereto, shall take effect immediately upon their approval by the Board of Supervisors.

Original:	January 1995
Revised:	October 1996
	November 1996
	November 2004
	August 2007
	December 2009
	July 2010
	January 2018
	May 2025

Approved as to Legal Form:

By: _____
Office of County Counsel

Date: _____

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MONTEREY COUNTY
BEHAVIORAL HEALTH COMMISSION
BY-LAWS

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2) Review any County agreements entered into pursuant to Welfare and Institutions Code Section 5650. The Behavioral Health Commission may make recommendations to the governing body regarding concerns identified within these agreements;

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5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system;

6) Review and make recommendations on applicants for the appointment of the local Behavioral Health Director. The Behavioral Health Commission shall be included in the selection process prior to the vote of the Board of Supervisors;

7) Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council;

8) Nothing in this part shall be construed to limit the ability of the Board of Supervisors to transfer additional duties or authority to the Behavioral Health Commission.

b) Assessment of Realignment: It is the intent of the Legislature under Welfare and Institutes Code section 5604.2(b), that, as part of the duties pursuant to subdivision (a), the Behavioral Health Commission shall assess the impact of the realignment of services from the State to the County on services delivered to clients and on the local community.

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b) Participate in the deliberations and decisions of the Behavioral Health Commission;

c) Assume such responsibilities and undertake such actions as may be required by law, by the Articles and By-Laws of the Behavioral Health Commission, and/or by specific Behavioral Health Commission decisions and assignments specified in Section 5604 (a)-(f) of the Welfare and Institutions Code;

d) Accept responsibility for making informed decisions and policies by requesting accurate information, asking questions, probing, analyzing and, finally, supporting publicly the decisions made collaboratively;

e) Act as a consumer/community advocate for local behavioral health services;

f) Act as an official representative of the Behavioral Health Commission only with the formal sanction of the Behavioral Health Commission;

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h) Bring concerns regarding the Behavioral Health Commission's functioning to Behavioral Health Commission meetings where they can be dealt with openly and productively;

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parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least 20% of the total membership shall be consumers, and at least 20% shall be family members of consumers. Effective January 1, 2025, one of these members shall be an individual who is 25 years of age or younger;

b) Veteran or Veteran Advocate. Pursuant to Welfare and Institutions Code section 5604(a)(2)(C), at least one member of the Behavioral Health Commission shall be a veteran or veteran advocate.The Department of Health shall notify the Monterey County Military & Veterans Affairs Office of a vacancy. “Veteran advocate” means a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.

c) Employee of Local Education Agency. Pursuant to Welfare and Institutions Code section 5604(a)(2)(D) and effective January 1, 2025, at least one member of the Behavioral Health Commission shall be an employee of a local education agency. The Department of Health shall notify the Monterey County Office of Education of a vacancy;

d) Supervisor from the Board of Supervisors. The Board of Supervisors shall appoint one of its members to serve on the Behavioral Health Commission as a voting member and one of its members to serve as an alternative on the Behavioral Health Commission;

e) First Responder Member: The Board of Supervisors may appoint a local First Responder agency member in accordance with the provisions of this Article regarding the composition of the Behavioral Health Commission and as required by law. The local First Responder agency member shall be a voting member of the Behavioral Health Commission;

f) Other Members: The remaining members shall be selected from individuals who have experience with or knowledge of the local behavioral health system;

g) Associate Members: The Board of Supervisors may appoint up to five associate members between the ages of 15 and 18 years to bring the perspectives of youth to the Behavioral Health Commission. These associates will have no voting privileges but will have the right to participate in all other matters of the board, with the exception of training conducted in areas outside the County. Associate Members shall not be counted for purposes of establishing a quorum. Associate

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Members shall observe all rules, regulations and policies applicable to members. The members of this class serve a term of one year. Terms will expire on December 31 of each year;

h) Non-Voting Members: The Behavioral Health Commission will also consist of Non- Voting Behavioral Health Commission Members ("Non-Voting Members"), with no more than one member from each supervisorial district. Interested community members shall be considered for appointment as Non-Voting Members whenever there are no current vacancies on the Behavioral Health Commission. The process for appointment of Non- Voting Members shall be the same as for Behavioral Health Commission members. Non-Voting Members' responsibilities shall be the same as Behavioral Health Commission members, as described in Section 1.03 above. Non-Voting Members shall be allowed to sit with the Behavioral Health Commission and participate in discussions of agenda items, but shall not be allowed to move, second, or vote on any matter coming before the Behavioral Health Commission or any committee of the Behavioral Health Commission. A Non-Voting Member may not be elected as an officer of the Behavioral Health Commission. Non-Voting Members shall not be counted for purposes of establishing a quorum. Non-Voting Members shall observe all rules, regulations and policies applicable to members.

Section 2.02 The Behavioral Health Commission shall make every effort to ensure that the composition of the Behavioral Health Commission represents the demographics of the County as a whole, to the extent feasible. When a Commission member resigns or is not reappointed, the Behavioral Health Commission shall remind the appointing power of Welfare and Institutions Code Section 5604.5(b) which states that the Behavioral Health Commission By-Laws shall, "Ensure that the composition of the behavioral health board represents the demographics of the county as a whole, to the extent feasible," and Section 5604(a) which states that, "The board membership should reflect the ethnic diversity of the client population in the county to the extent possible."

Section 2.03 Consistent with Welfare and Institutions Code Section 5604(d):

a) Except as provided in paragraph (b), no member of the Behavioral Health Commission or his or her spouse shall be a full-time or part-time employee of the Behavioral Health Bureau, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a behavioral health contract agency;

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b) A consumer of behavioral health services who has obtained employment with an employer described in paragraph (a) and who holds a position in which he or she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning his or her employer that may come before the Behavioral Health Commission.

Section 2.04 Consistent with Welfare and Institutions Code Section 5604(e), members of the Behavioral Health Commission shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

Section 2.05 The Behavioral Health Commission, consistent with Welfare and Institutions Code 5604(a)(2), "may recommend appointees to the county supervisors." Under the same section, 5604(a)(2), "Counties are encouraged to appoint individuals who have experience with and knowledge of the local behavioral health system."

Section 2.06 Members of the Behavioral Health Commission shall receive no compensation for their services except as provided for under Article 8, Section 8.01.

ARTICLE 3 Terms of Office (Vacancies and Replacements)

Section 3.01 Terms of Office

The term of each member of the Behavioral Health Commission shall be three years. The terms of the members shall be staggered so that the terms of at least five members appointed by the individual Supervisors expire each year. The terms shall run from June 1 of the year of appointment until May 31 three years later.

Section 3.02 Vacancies and Replacements

a) A vacancy shall exist based on the occurrence of any of the following:

1) When a member submits a written resignation to the Behavioral Health Commission Chairperson and the appointing Supervisor accepts the resignation in writing;

2) When a member is absent a total of four (4) meetings in a calendar year;

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3) When a member is absent from two (2) meetings in a calendar year without providing prior notification of each absence to the Commission Secretary by noon on the Wednesday before the scheduled meeting;

4) When a member's death, disability, or any other circumstances prevents him/her from completing a term;

5) When a member's term has expired;

6) When a member no longer resides in the County, or otherwise does not meet the qualifications of appointment.

b) Upon majority recommendation of the Behavioral Health Commission, any member may be removed from office by a majority vote of the Board of Supervisors favoring such removal.

c) When a prospective vacancy is imminent, or when a member resigns, the Behavioral Health Commission Chairperson shall forthwith notify the Board of Supervisors in writing. If the vacancy is for the position of Veteran Advocate, the Department of Health shall notify the Monterey County Military & Veterans Affairs Office of the vacancy, pursuant to Welfare and Institutions Code section 5406(a)(2).

Section 3.03 Leave of Absence

A member may request a "leave of absence" from the Behavioral Health Commission consisting of more than two consecutive absences or more than three absences in a calendar year. Requests for a leave of absence shall be submitted in writing to the Chairperson who will submit the request to the Behavioral Health Commission at its next regularly scheduled meeting. Majority recommendation of the Behavioral Health Commission will be communicated to the appointing Supervisor who will make the final decision. Factors taken into account by the Behavioral Health Commission in reviewing a request for leave of absence will include the number of vacancies on the Behavioral Health Commission at that time and the requesting member's past history of attendance. A leave of absence will only be considered by the Behavioral Health Commission if the reason for the leave is due to an emergency, extraordinary or extenuating circumstance and the member is able to offer a definite date of return to Behavioral Health Commission business.

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The Behavioral Health Commission may grant a member a leave of absence not to exceed 6 months. To grant such a leave, the Chairperson shall announce it at a Behavioral Health Commission meeting and notify the appointing Supervisor. The leave of absence will become effective at the meeting at which it is announced. The leave of absence waives the limitation of other types of absences stated in this Article. If the member's term expires during a leave of absence, the member must reapply for membership to the Behavioral Health Commission.

ARTICLE 4 Meetings

Section 4.01 The Behavioral Health Commission shall meet a minimum of ten times a year. Regular meetings shall not be scheduled in July and December. Regular meetings shall be held during the last week of each calendar month at 5:30 p.m. The meeting place shall be moved around the County, at various sites in different parts of the County. In September of each calendar year, the Behavioral Health Commission shall set the date and place of its regularly scheduled meetings for the upcoming calendar year. Subsequent Public Notice of the yearly calendar shall be made thereafter.

Any amendment to the time and place of the regularly scheduled meetings of the Behavioral Health Commission shall be determined by a majority vote of the Behavioral Health Commission. All Behavioral Health Commission meetings shall be held at locations freely accessible to all members of the public.

Section 4.02 The agenda of the regular meetings of the Behavioral Health Commission shall be posted in a place available to the public at least 72 hours prior to the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed, and no action is to be taken on non-agenda items unless:

a) By a majority vote a determination is made that an emergency situation exists (emergency situation means work stoppage or other activity which severely impairs health, safety or both, or a crippling disaster which severely impairs public health, safety or both);

b) By a determination of two thirds of the members, or if less than two thirds of the members are present, then by a unanimous vote of the members present, that the need to take action arose subsequent to the agenda being posted;

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c) By the item being continued from a prior meeting held less than five days previously, at which time the item was posted.

Section 4.03 Every agenda shall provide an opportunity for members of the public to directly address the Behavioral Health Commission on items of interest to the public that are within the subject matter jurisdiction of the Behavioral Health Commission. The Behavioral Health Commission may make reasonable rules and regulations limiting the time allocated for public testimony on issues and for each individual speaker.

Section 4.04 A special meeting may be called, consistent with the Brown Act, at any time by either the Chairperson of the Behavioral Health Commission or a majority of its members. This shall be done by delivering personally, or by mail, written notice to each member and each local newspaper, radio, or TV station which requests written notice. That notice must be received at least 24 hours prior to the meeting. The notice shall include the time and place of the meeting and the business to be transacted. No other business shall be considered at these meetings. In the case of an emergency situation, the Behavioral Health Commission may hold an emergency meeting without compliance within the 24-hour notice requirement. The Behavioral Health Commission must, however, attempt to notify by telephone, at least one hour prior to the start of the meeting, any media that has requested notice of special meetings.

Section 4.05 No meeting excluding the public may be held without first advising County Counsel of the specific purpose or purposes of such meetings and receiving written advice from County Counsel that it is legal to hold such a session or meeting.

Section 4.06 Behavioral Health Commission action may be taken by a majority of those present and voting and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance.

Section 4.07 A quorum shall be defined as one person more than one-half of the appointed members. When the number of appointed members is an odd number, this requirement is satisfied by dividing the number of appointed members in half, and then rounding that quotient to the next whole number. The definition of appointed members excludes unfilled positions, including partially appointed members who have not completed all requirements of the Clerk of the Board’s Office, such as mandated Ethics training, and those positions vacated by resignation or removal. A quorum must be present for any Behavioral Health Commission action.

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ARTICLE 5 Officers

Section 5.01 Officers

a) All members of the Behavioral Health Commission shall be eligible to be elected officers of the Behavioral Health Commission;

b) The officers of the Behavioral Health Commission shall be Chairperson, Chairperson- Elect, Past Chairperson, and Committee Chairpersons;

c) The Chairperson-Elect shall be elected during the first meeting of the calendar year in which the Chairperson begins their two-year term, to serve as Chairperson-Elect for a two-year term before assuming the Chairperson role, unless the Chairperson is re-elected. In the event that the Chairperson-Elect's seat becomes vacant, a special election shall be held at the next feasible meeting to elect a new Chairperson-Elect to serve the remainder of the term.

d) The Chairperson shall serve for two years. ~~The Chairperson may run for re-election at the annual election;~~ The Chairperson may run for re-election at the conclusion of the two-year term. If the Chairperson's position becomes vacant, the Chairperson-Elect shall assume the Chairperson role immediately to serve the remainder of the term, and a new Chairperson-Elect shall be elected as outlined in Section 5.01, d).

e) Officers to serve as Committee Chairpersons shall be elected during the first meeting of the calendar year or at any time when the Chairperson proposes to form a Committee to carry out the responsibilities of the Commission, shall serve for one year, and may run for re-election at the annual election.

Section 5.02 Duties of the Chairperson

a) The Chairperson shall be the Chief Executive Officer of the Behavioral Health Commission and preside at all general membership;

b) The Chairperson shall establish the agenda for Behavioral Health Commission meetings;

c) The Chairperson is responsible for interpretation, implementation, and enforcement of the By-Laws; sets policies in accordance with the By-Laws, and recommends policies to the Behavioral Health Commission for approval;

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d) The Chairperson is the official spokesperson for the Behavioral Health Commission;

e) The Chairperson shall be in consultation with the local Behavioral Health Director;

f) The Chairperson shall appoint standing committees and act as an ex-officio member of each of these committees;

g) The Chairperson shall have the authority to appoint all appointive positions, committees and committee members not otherwise provided for, and may call on any Officer of the Commission for assistance in the implementation of the duties assigned to the Officers, or the general membership of the Behavioral Health Commission;

h) The Chairperson shall sign all official documents approved by the Behavioral Health Commission or delegate such responsibility as necessary to staff, and shall initiate and pursue communication with members and outside individuals, organizations, agencies or other entities, as may be required;

i) The Chairperson is ultimately responsible for the production of, and submission to, the Board of Supervisors and the County Administrative Officer, by July 30 of each year, a short, concise, annual report which shall contain a summary of the Behavioral Health Commission's preceding fiscal years' activities and projects, a list of individual Behavioral Health Commission members and their responsibilities with the Behavioral Health Commission, and any other information requested by the Board of Supervisors;

j) The Chairperson shall attend the State wide annual meeting of the California Association of Local Behavioral Health Boards and Commissions. If the Chairperson is unable to attend the aforementioned meeting, the Chairperson shall appoint another Officer of the Commission to attend said meeting.

Section 5.03 Duties of the Chairperson-Elect

The Chairperson-Elect assists the Chairperson as requested by the Chairperson and, in the absence, disability, or resignation of the Chairperson, functions as the Chairperson until the next election.

Section 5.04 Duties of the Past Chairperson

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The Past Chairperson assists the Chairperson as requested by the Chairperson, and in the absence, disability, or resignation of the Chairperson-Elect, functions as the Chairperson- Elect until the next election.

Section 5.05 Duties of Committee Chairpersons

The Committee Chairpersons shall be responsible for their respective standing and/or ad hoc committee assignments being met as outlined in Section 1.02 Purpose, Power and Authority.

ARTICLE 6 Standing Committees and Ad Hoc Committees

Section 6.01 Standing committees shall be designated by the Chairperson with the approval of the Behavioral Health Commission.

Section 6.02 Ad hoc committees may be appointed by the Chairperson as required to further the purpose, power and authority of the Behavioral Health Commission. These committees shall serve at the discretion of the Chairperson and confirmation of the Officers of the Behavioral Health Commission.

Section 6.03 Members of standing and ad hoc committees need not be Behavioral Health Commission members, except that the Behavioral Health Commission Chairperson shall designate Behavioral Health Commission members to serve on said committees.

Section 6.04 The standing and ad hoc committees shall be authorized to help carry out the duties and functions of the Behavioral Health Commission. The actions and recommendations of these committees shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members. The establishment and dissolution of all such committees not represented in the By-Laws shall be reported to the Board of Supervisors in the Behavioral Health Commission minutes.

Section 6.05 Pursuant to Welfare and Institutions Code section 5604.5(e), the Behavioral Health Commission shall have an executive committee comprising an odd numbers of members, three (3) members or more, including the Chairperson, the Chairperson-Elect, and all other members necessary to help carry out the duties and functions of the Behavioral Health Commission, particularly the annual report to the Board of Supervisors on the needs and performance of the County’s behavioral health

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system. The actions and recommendations of this committee shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members.

ARTICLE 7 Administrative Secretary

Section 7.01 The Director of Behavioral Health shall designate an employee of the Behavioral Health Bureau as his/her representative to be the Administrative Secretary.

Section 7.02 The Administrative Secretary shall:

a) Be responsible for final presentation of the minutes to the Behavioral Health Commission, the Board of Supervisors, and the County Administrative Officer;

b) Cause to be kept, a full and true record of all meetings of the Behavioral Health Commission;

c) Cause to be issued notices of regular and special meetings of the Behavioral Health Commission and all steps necessary to comply with the Brown Act;

d) Maintain a record of attendance of Behavioral Health Commission members;

e) Coordinate with the Clerk of the Board on the appointment and vacancy of Behavioral Health Commission members;

f) Coordinate collaboration with community members.

ARTICLE 8 Expenses

Section 8.01 The members of the Behavioral Health Commission may seek compensation for driving to and from Behavioral Health Commission meetings, and by seeking such compensation, understand this compensation will be reported as taxable income. Members may also seek reimbursement for reasonable expenses necessarily incurred to conduct official County business, including travel, lodging, childcare, and meals. Members must adhere to the County of Monterey's established Travel and Business Expense Reimbursement Policy. All such reimbursements for reasonable expenses must be approved in writing by the Behavioral Health Director before such expenses are incurred. Standard rates allowed County personnel shall be paid for reimbursement; all claims are subject to the approval by the County Auditor-Controller.

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ARTICLE 9 Rules of Order

Section 9.01 Except when State laws or regulations, County ordinances, County Counsel recommendation, or these By-Laws apply, procedures of the Behavioral Health Commission shall be governed by Robert's Rules of Order.

ARTICLE 10 Amendments

Section 10.01 These By-Laws may be amended by majority vote at any meeting called in accordance with the By-Laws provided notice of the proposed amendment was given, in advance, with the call for the meeting. Proposed amendments to the By-Laws shall be reviewed by County Counsel prior to the noticed meeting.

Section 10.02 These By-Laws, and any amendments thereto, shall take effect immediately upon their approval by the Board of Supervisors.

Original:	January 1995
Revised:	October 1996
	November 1996
	November 2004
	August 2007
	December 2009
	July 2010
	January 2018
	May 2025

Approved as to Legal Form:

By: _____
Office of County Counsel

Date: _____

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MONTEREY COUNTY
BEHAVIORAL HEALTH COMMISSION
BY-LAWS

ARTICLE 1 Name, Purpose, Powers, and Authority

Section 1.01 Name

The name of this legislative body is the Monterey County Behavioral Health Commission ("Behavioral Health Commission"). The Behavioral Health Commission is the local advisory commission reviewing "behavioral health," meaning mental health and substance use disorder, needs and services in Monterey County pursuant to Welfare and Institutions Code Section 5604 by Resolutions Nos. 80-12 and 86-76 of the Board of Supervisors for the County of Monterey ("Board of Supervisors").

Section 1.02 Purpose, Powers, and Authority

Per Welfare and Institutions Code 5604.2:

a) The Behavioral Health Commission shall do all the following:

1) Review and evaluate the community's public behavioral health needs, services, facilities and special problems in any facility within the county or jurisdiction where behavioral health evaluations or services are being provided, including, but not limited to, schools, emergency departments, jail, juvenile hall, and psychiatric facilities;

2) Review any County agreements entered into pursuant to Welfare and Institutions Code Section 5650. The Behavioral Health Commission may make recommendations to the governing body regarding concerns identified within these agreements;

3) Advise the Board of Supervisors and the local Behavioral Health Director as to any aspect of the local behavioral health program. The Behavioral Health Commission may request assistance from the local patients' rights advocates when reviewing and advising on behavioral health evaluations or services provided in public facilities with limited access;

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4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of behavioral illness and their families, community members, advocacy organizations, and behavioral health professionals. It shall also include other professionals that interact with individuals living with behavioral illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans;

5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system;

6) Review and make recommendations on applicants for the appointment of the local Behavioral Health Director. The Behavioral Health Commission shall be included in the selection process prior to the vote of the Board of Supervisors;

7) Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council;

8) Nothing in this part shall be construed to limit the ability of the Board of Supervisors to transfer additional duties or authority to the Behavioral Health Commission.

b) Assessment of Realignment: It is the intent of the Legislature under Welfare and Institutes Code section 5604.2(b), that, as part of the duties pursuant to subdivision (a), the Behavioral Health Commission shall assess the impact of the realignment of services from the State to the County on services delivered to clients and on the local community.

Section 1.03 Behavioral Health Commission Member Responsibilities

The responsibilities of a Behavioral Health Commission member is to:

a) Function as an active and responsible member of the Behavioral Health Commission and attend all Behavioral Health Commission meetings;

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b) Participate in the deliberations and decisions of the Behavioral Health Commission;

c) Assume such responsibilities and undertake such actions as may be required by law, by the Articles and By-Laws of the Behavioral Health Commission, and/or by specific Behavioral Health Commission decisions and assignments specified in Section 5604 (a)-(f) of the Welfare and Institutions Code;

d) Accept responsibility for making informed decisions and policies by requesting accurate information, asking questions, probing, analyzing and, finally, supporting publicly the decisions made collaboratively;

e) Act as a consumer/community advocate for local behavioral health services;

f) Act as an official representative of the Behavioral Health Commission only with the formal sanction of the Behavioral Health Commission;

g) Serve on at least one subcommittee or task force, as needed, and attend community events and/or task force meetings, committing one (1) or more hours per month to Behavioral Health Commission activities;

h) Bring concerns regarding the Behavioral Health Commission's functioning to Behavioral Health Commission meetings where they can be dealt with openly and productively;

i) Work collaboratively within the defined structure of the Behavioral Health Commission and with local behavioral health staff to improve the delivery of behavioral health services in accordance with the official direction provided by the Board of Supervisors.

j) Complete all Clerk of the Board requirements for service on a Brown Act Commission, including mandatory Ethics training.

ARTICLE 2 Composition

Section 2.01 The Behavioral Health Commission shall consist of 17 members appointed by the Board of Supervisors.

a) Consumer, Family Member: Pursuant to Welfare and Institutions Code section 5604(a)(2)(B), at least 50% of the membership shall be consumers or the

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parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least 20% of the total membership shall be consumers, and at least 20% shall be family members of consumers. Effective January 1, 2025, one of these members shall be an individual who is 25 years of age or younger;

b) Veteran or Veteran Advocate. Pursuant to Welfare and Institutions Code section 5604(a)(2)(C), at least one member of the Behavioral Health Commission shall be a veteran or veteran advocate.The Department of Health shall notify the Monterey County Military & Veterans Affairs Office of a vacancy. “Veteran advocate” means a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.

c) Employee of Local Education Agency. Pursuant to Welfare and Institutions Code section 5604(a)(2)(D) and effective January 1, 2025, at least one member of the Behavioral Health Commission shall be an employee of a local education agency. The Department of Health shall notify the Monterey County Office of Education of a vacancy;

d) Supervisor from the Board of Supervisors. The Board of Supervisors shall appoint one of its members to serve on the Behavioral Health Commission as a voting member and one of its members to serve as an alternative on the Behavioral Health Commission;

e) First Responder Member: The Board of Supervisors may appoint a local First Responder agency member in accordance with the provisions of this Article regarding the composition of the Behavioral Health Commission and as required by law. The local First Responder agency member shall be a voting member of the Behavioral Health Commission;

f) Other Members: The remaining members shall be selected from individuals who have experience with or knowledge of the local behavioral health system;

g) Associate Members: The Board of Supervisors may appoint up to five associate members between the ages of 15 and 18 years to bring the perspectives of youth to the Behavioral Health Commission. These associates will have no voting privileges but will have the right to participate in all other matters of the board, with the exception of training conducted in areas outside the County. Associate Members shall not be counted for purposes of establishing a quorum. Associate

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Members shall observe all rules, regulations and policies applicable to members. The members of this class serve a term of one year. Terms will expire on December 31 of each year;

h) Non-Voting Members: The Behavioral Health Commission will also consist of Non- Voting Behavioral Health Commission Members ("Non-Voting Members"), with no more than one member from each supervisorial district. Interested community members shall be considered for appointment as Non-Voting Members whenever there are no current vacancies on the Behavioral Health Commission. The process for appointment of Non- Voting Members shall be the same as for Behavioral Health Commission members. Non-Voting Members' responsibilities shall be the same as Behavioral Health Commission members, as described in Section 1.03 above. Non-Voting Members shall be allowed to sit with the Behavioral Health Commission and participate in discussions of agenda items, but shall not be allowed to move, second, or vote on any matter coming before the Behavioral Health Commission or any committee of the Behavioral Health Commission. A Non-Voting Member may not be elected as an officer of the Behavioral Health Commission. Non-Voting Members shall not be counted for purposes of establishing a quorum. Non-Voting Members shall observe all rules, regulations and policies applicable to members.

Section 2.02 The Behavioral Health Commission shall make every effort to ensure that the composition of the Behavioral Health Commission represents the demographics of the County as a whole, to the extent feasible. When a Commission member resigns or is not reappointed, the Behavioral Health Commission shall remind the appointing power of Welfare and Institutions Code Section 5604.5(b) which states that the Behavioral Health Commission By-Laws shall, "Ensure that the composition of the behavioral health board represents the demographics of the county as a whole, to the extent feasible," and Section 5604(a) which states that, "The board membership should reflect the ethnic diversity of the client population in the county to the extent possible."

Section 2.03 Consistent with Welfare and Institutions Code Section 5604(d):

a) Except as provided in paragraph (b), no member of the Behavioral Health Commission or his or her spouse shall be a full-time or part-time employee of the Behavioral Health Bureau, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a behavioral health contract agency;

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b) A consumer of behavioral health services who has obtained employment with an employer described in paragraph (a) and who holds a position in which he or she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning his or her employer that may come before the Behavioral Health Commission.

Section 2.04 Consistent with Welfare and Institutions Code Section 5604(e), members of the Behavioral Health Commission shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

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Section 3.01 Terms of Office

The term of each member of the Behavioral Health Commission shall be three years. The terms of the members shall be staggered so that the terms of at least five members appointed by the individual Supervisors expire each year. The terms shall run from June 1 of the year of appointment until May 31 three years later.

Section 3.02 Vacancies and Replacements

a) A vacancy shall exist based on the occurrence of any of the following:

1) When a member submits a written resignation to the Behavioral Health Commission Chairperson and the appointing Supervisor accepts the resignation in writing;

2) When a member is absent a total of four (4) meetings in a calendar year;

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3) When a member is absent from two (2) meetings in a calendar year without providing prior notification of each absence to the Commission Secretary by noon on the Wednesday before the scheduled meeting;

4) When a member's death, disability, or any other circumstances prevents him/her from completing a term;

5) When a member's term has expired;

6) When a member no longer resides in the County, or otherwise does not meet the qualifications of appointment.

b) Upon majority recommendation of the Behavioral Health Commission, any member may be removed from office by a majority vote of the Board of Supervisors favoring such removal.

c) When a prospective vacancy is imminent, or when a member resigns, the Behavioral Health Commission Chairperson shall forthwith notify the Board of Supervisors in writing. If the vacancy is for the position of Veteran Advocate, the Department of Health shall notify the Monterey County Military & Veterans Affairs Office of the vacancy, pursuant to Welfare and Institutions Code section 5406(a)(2).

Section 3.03 Leave of Absence

A member may request a "leave of absence" from the Behavioral Health Commission consisting of more than two consecutive absences or more than three absences in a calendar year. Requests for a leave of absence shall be submitted in writing to the Chairperson who will submit the request to the Behavioral Health Commission at its next regularly scheduled meeting. Majority recommendation of the Behavioral Health Commission will be communicated to the appointing Supervisor who will make the final decision. Factors taken into account by the Behavioral Health Commission in reviewing a request for leave of absence will include the number of vacancies on the Behavioral Health Commission at that time and the requesting member's past history of attendance. A leave of absence will only be considered by the Behavioral Health Commission if the reason for the leave is due to an emergency, extraordinary or extenuating circumstance and the member is able to offer a definite date of return to Behavioral Health Commission business.

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The Behavioral Health Commission may grant a member a leave of absence not to exceed 6 months. To grant such a leave, the Chairperson shall announce it at a Behavioral Health Commission meeting and notify the appointing Supervisor. The leave of absence will become effective at the meeting at which it is announced. The leave of absence waives the limitation of other types of absences stated in this Article. If the member's term expires during a leave of absence, the member must reapply for membership to the Behavioral Health Commission.

ARTICLE 4 Meetings

Section 4.01 The Behavioral Health Commission shall meet a minimum of ten times a year. Regular meetings shall not be scheduled in July and December. Regular meetings shall be held during the last week of each calendar month at 5:30 p.m. The meeting place shall be moved around the County, at various sites in different parts of the County. In September of each calendar year, the Behavioral Health Commission shall set the date and place of its regularly scheduled meetings for the upcoming calendar year. Subsequent Public Notice of the yearly calendar shall be made thereafter.

Any amendment to the time and place of the regularly scheduled meetings of the Behavioral Health Commission shall be determined by a majority vote of the Behavioral Health Commission. All Behavioral Health Commission meetings shall be held at locations freely accessible to all members of the public.

Section 4.02 The agenda of the regular meetings of the Behavioral Health Commission shall be posted in a place available to the public at least 72 hours prior to the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed, and no action is to be taken on non-agenda items unless:

a) By a majority vote a determination is made that an emergency situation exists (emergency situation means work stoppage or other activity which severely impairs health, safety or both, or a crippling disaster which severely impairs public health, safety or both);

b) By a determination of two thirds of the members, or if less than two thirds of the members are present, then by a unanimous vote of the members present, that the need to take action arose subsequent to the agenda being posted;

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c) By the item being continued from a prior meeting held less than five days previously, at which time the item was posted.

Section 4.03 Every agenda shall provide an opportunity for members of the public to directly address the Behavioral Health Commission on items of interest to the public that are within the subject matter jurisdiction of the Behavioral Health Commission. The Behavioral Health Commission may make reasonable rules and regulations limiting the time allocated for public testimony on issues and for each individual speaker.

Section 4.04 A special meeting may be called, consistent with the Brown Act, at any time by either the Chairperson of the Behavioral Health Commission or a majority of its members. This shall be done by delivering personally, or by mail, written notice to each member and each local newspaper, radio, or TV station which requests written notice. That notice must be received at least 24 hours prior to the meeting. The notice shall include the time and place of the meeting and the business to be transacted. No other business shall be considered at these meetings. In the case of an emergency situation, the Behavioral Health Commission may hold an emergency meeting without compliance within the 24-hour notice requirement. The Behavioral Health Commission must, however, attempt to notify by telephone, at least one hour prior to the start of the meeting, any media that has requested notice of special meetings.

Section 4.05 No meeting excluding the public may be held without first advising County Counsel of the specific purpose or purposes of such meetings and receiving written advice from County Counsel that it is legal to hold such a session or meeting.

Section 4.06 Behavioral Health Commission action may be taken by a majority of those present and voting and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance.

Section 4.07 A quorum shall be defined as one person more than one-half of the appointed members. When the number of appointed members is an odd number, this requirement is satisfied by dividing the number of appointed members in half, and then rounding that quotient to the next whole number. The definition of appointed members excludes unfilled positions, including partially appointed members who have not completed all requirements of the Clerk of the Board’s Office, such as mandated Ethics training, and those positions vacated by resignation or removal. A quorum must be present for any Behavioral Health Commission action.

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ARTICLE 5 Officers

Section 5.01 Officers

a) All members of the Behavioral Health Commission shall be eligible to be elected officers of the Behavioral Health Commission;

b) The officers of the Behavioral Health Commission shall be Chairperson, Chairperson- Elect, Past Chairperson, and Committee Chairpersons;

c) The Chairperson-Elect shall be elected during the first meeting of the calendar year in which the Chairperson begins their two-year term, to serve as Chairperson-Elect for a two-year term before assuming the Chairperson role, unless the Chairperson is re-elected. In the event that the Chairperson-Elect's seat becomes vacant, a special election shall be held at the next feasible meeting to elect a new Chairperson-Elect to serve the remainder of the term.

d) The Chairperson shall serve for two years. The Chairperson may run for re-election at the conclusion of the two-year term. If the Chairperson's position becomes vacant, the Chairperson-Elect shall assume the Chairperson role immediately to serve the remainder of the term, and a new Chairperson-Elect shall be elected as outlined in Section 5.01, d).

e) Officers to serve as Committee Chairpersons shall be elected during the first meeting of the calendar year or at any time when the Chairperson proposes to form a Committee to carry out the responsibilities of the Commission, shall serve for one year, and may run for re-election at the annual election.

Section 5.02 Duties of the Chairperson

a) The Chairperson shall be the Chief Executive Officer of the Behavioral Health Commission and preside at all general membership;

b) The Chairperson shall establish the agenda for Behavioral Health Commission meetings;

c) The Chairperson is responsible for interpretation, implementation, and enforcement of the By-Laws; sets policies in accordance with the By-Laws, and recommends policies to the Behavioral Health Commission for approval;

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d) The Chairperson is the official spokesperson for the Behavioral Health Commission;

e) The Chairperson shall be in consultation with the local Behavioral Health Director;

f) The Chairperson shall appoint standing committees and act as an ex-officio member of each of these committees;

g) The Chairperson shall have the authority to appoint all appointive positions, committees and committee members not otherwise provided for, and may call on any Officer of the Commission for assistance in the implementation of the duties assigned to the Officers, or the general membership of the Behavioral Health Commission;

h) The Chairperson shall sign all official documents approved by the Behavioral Health Commission or delegate such responsibility as necessary to staff, and shall initiate and pursue communication with members and outside individuals, organizations, agencies or other entities, as may be required;

i) The Chairperson is ultimately responsible for the production of, and submission to, the Board of Supervisors and the County Administrative Officer, by July 30 of each year, a short, concise, annual report which shall contain a summary of the Behavioral Health Commission's preceding fiscal years' activities and projects, a list of individual Behavioral Health Commission members and their responsibilities with the Behavioral Health Commission, and any other information requested by the Board of Supervisors;

j) The Chairperson shall attend the State wide annual meeting of the California Association of Local Behavioral Health Boards and Commissions. If the Chairperson is unable to attend the aforementioned meeting, the Chairperson shall appoint another Officer of the Commission to attend said meeting.

Section 5.03 Duties of the Chairperson-Elect

The Chairperson-Elect assists the Chairperson as requested by the Chairperson and, in the absence, disability, or resignation of the Chairperson, functions as the Chairperson until the next election.

Section 5.04 Duties of the Past Chairperson

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The Past Chairperson assists the Chairperson as requested by the Chairperson, and in the absence, disability, or resignation of the Chairperson-Elect, functions as the Chairperson- Elect until the next election.

Section 5.05 Duties of Committee Chairpersons

The Committee Chairpersons shall be responsible for their respective standing and/or ad hoc committee assignments being met as outlined in Section 1.02 Purpose, Power and Authority.

ARTICLE 6 Standing Committees and Ad Hoc Committees

Section 6.01 Standing committees shall be designated by the Chairperson with the approval of the Behavioral Health Commission.

Section 6.02 Ad hoc committees may be appointed by the Chairperson as required to further the purpose, power and authority of the Behavioral Health Commission. These committees shall serve at the discretion of the Chairperson and confirmation of the Officers of the Behavioral Health Commission.

Section 6.03 Members of standing and ad hoc committees need not be Behavioral Health Commission members, except that the Behavioral Health Commission Chairperson shall designate Behavioral Health Commission members to serve on said committees.

Section 6.04 The standing and ad hoc committees shall be authorized to help carry out the duties and functions of the Behavioral Health Commission. The actions and recommendations of these committees shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members. The establishment and dissolution of all such committees not represented in the By-Laws shall be reported to the Board of Supervisors in the Behavioral Health Commission minutes.

Section 6.05 Pursuant to Welfare and Institutions Code section 5604.5(e), the Behavioral Health Commission shall have an executive committee comprising an odd numbers of members, three (3) members or more, including the Chairperson, the Chairperson-Elect, and all other members necessary to help carry out the duties and functions of the Behavioral Health Commission, particularly the annual report to the Board of Supervisors on the needs and performance of the County’s behavioral health

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system. The actions and recommendations of this committee shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members.

ARTICLE 7 Administrative Secretary

Section 7.01 The Director of Behavioral Health shall designate an employee of the Behavioral Health Bureau as his/her representative to be the Administrative Secretary.

Section 7.02 The Administrative Secretary shall:

a) Be responsible for final presentation of the minutes to the Behavioral Health Commission, the Board of Supervisors, and the County Administrative Officer;

b) Cause to be kept, a full and true record of all meetings of the Behavioral Health Commission;

c) Cause to be issued notices of regular and special meetings of the Behavioral Health Commission and all steps necessary to comply with the Brown Act;

d) Maintain a record of attendance of Behavioral Health Commission members;

e) Coordinate with the Clerk of the Board on the appointment and vacancy of Behavioral Health Commission members;

f) Coordinate collaboration with community members.

ARTICLE 8 Expenses

Section 8.01 The members of the Behavioral Health Commission may seek compensation for driving to and from Behavioral Health Commission meetings, and by seeking such compensation, understand this compensation will be reported as taxable income. Members may also seek reimbursement for reasonable expenses necessarily incurred to conduct official County business, including travel, lodging, childcare, and meals. Members must adhere to the County of Monterey's established Travel and Business Expense Reimbursement Policy. All such reimbursements for reasonable expenses must be approved in writing by the Behavioral Health Director before such expenses are incurred. Standard rates allowed County personnel shall be paid for reimbursement; all claims are subject to the approval by the County Auditor-Controller.

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ARTICLE 9 Rules of Order

Section 9.01 Except when State laws or regulations, County ordinances, County Counsel recommendation, or these By-Laws apply, procedures of the Behavioral Health Commission shall be governed by Robert's Rules of Order.

ARTICLE 10 Amendments

Section 10.01 These By-Laws may be amended by majority vote at any meeting called in accordance with the By-Laws provided notice of the proposed amendment was given, in advance, with the call for the meeting. Proposed amendments to the By-Laws shall be reviewed by County Counsel prior to the noticed meeting.

Section 10.02 These By-Laws, and any amendments thereto, shall take effect immediately upon their approval by the Board of Supervisors.

Original:	January 1995
Revised:	October 1996
	November 1996
	November 2004
	August 2007
	December 2009
	July 2010
	January 2018
	May 2025

Approved as to Legal Form:

By: _____
Office of County Counsel

Date: _____

Introduced: 12/11/2025

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 Renewal and Amendment No. 1 to the Agreement with First Alarm for the provision of on-going building security system monitoring and equipment monitoring services, for the Health Department Administration building located at 1270 Natividad Road, Salinas, California, adding $37,833 for a new total Agreement amount of $76,223 and extending the term an additional three (3) years for a new term of April 1, 2022 through January 31, 2028;
b. Approve and authorize the Director of Health Services or designee to sign up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% ($3,839) of the original Agreement amount, do not significantly alter the scope of work, and do not exceed the maximum amount of $80,062; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

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 Renewal and Amendment No. 1 to the Agreement with First Alarm for the provision of on-going building security system monitoring and equipment monitoring services, for the Health Department Administration building located at 1270 Natividad Road, Salinas, California, adding $37,833 for a new total Agreement amount of $76,223 and extending the term an additional three (3) years for a new term of April 1, 2022 through January 31, 2028;
b. Approve and authorize the Director of Health Services or designee to sign up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% ($3,839) of the original Agreement amount, do not significantly alter the scope of work, and do not exceed the maximum amount of $80,062; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

SUMMARY:

First Alarm has provided system monitoring services for the Health Department Administration

building since 2022. These services include monitoring the intrusion alarm system, the fire suppression system, and the temperature of refrigerator/freezer units that store temperature-sensitive vaccines and other medical products. Services remain essential, and approval of this Renewal and Amendment No. 1 will ensure their continuation.

DISCUSSION:
The continuation of First Alarm's monitoring services is critical for maintaining the safety and security of the Health Department Administration building. The services protect County assets, safeguard temperature-sensitive medical products such as vaccines, and help ensure compliance with public health and safety standards. Renewal and Amendment No. 1 is necessary to avoid any disruption in monitoring services and to ensure the County's ability to maintain operational readiness and protect valuable resources.

OTHER AGENCY INVOLVEMENT:
The Offices of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
Appropriations for this Agreement are included in the Health Department's Administration Bureau (HEA014-8438) FY 2025-26 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:
This recommendation supports the Board of Supervisors' Strategic Plan Goal by ensuring critical safety systems remain in place to protect County facilities, staff, and temperature-sensitive medical supplies vital to public health.

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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Renewal & Amendment No. 1
Agreement

Introduced: 12/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a Renewal and Amendment No. 1 to the Agreement with First Alarm for the provision of on-going building security system monitoring and equipment monitoring services, for the Health Department Administration building located at 1270 Natividad Road, Salinas, California, adding $37,833 for a new total Agreement amount of $76,223 and extending the term an additional three (3) years for a new term of April 1, 2022 through January 31, 2028;
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RECOMMENDATION:

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b. Approve and authorize the Director of Health Services or designee to sign up to two (2) future amendments to this Agreement where the total amendments do not exceed 10% ($3,839) of the original Agreement amount, do not significantly alter the scope of work, and do not exceed the maximum amount of $80,062; and
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SUMMARY:

First Alarm has provided system monitoring services for the Health Department Administration building since 2022. These services include monitoring the intrusion alarm system, the fire suppression system, and the temperature of refrigerator/freezer units that store temperature-sensitive vaccines and other medical products. Services remain essential, and

approval of this Renewal and Amendment No. 1 will ensure their continuation.

DISCUSSION:
The continuation of First Alarm's monitoring services is critical for maintaining the safety and security of the Health Department Administration building. The services protect County assets, safeguard temperature-sensitive medical products such as vaccines, and help ensure compliance with public health and safety standards. Renewal and Amendment No. 1 is necessary to avoid any disruption in monitoring services and to ensure the County's ability to maintain operational readiness and protect valuable resources.

OTHER AGENCY INVOLVEMENT:
The Offices of County Counsel and the Auditor-Controller have reviewed and approved this Agreement as to form and fiscal provisions, respectively.

FINANCING:
Appropriations for this Agreement are included in the Health Department's Administration Bureau (HEA014-8438) FY 2025-26 Adopted Budget, and provision for it will be made in the Department's Requested Budget for the years out.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:
Mark a check next to the related Board of Supervisors Strategic Plan Goals:
This recommendation supports the Board of Supervisors' Strategic Plan Goal by ensuring critical safety systems remain in place to protect County facilities, staff, and temperature-sensitive medical supplies vital to public health.

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

Prepared by: Juanita Sanders, Management Analyst II, 755-5494
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Renewal & Amendment No. 1
Agreement

Docusign Envelope ID: DEB7F863-6C1A-40AF-906D-F957A84CF331

RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND FIRST ALARM

THIS RENEWAL AND AMENDMENT NO. 1 to AGREEMENT is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and First Alarm (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on April 1, 2022, COUNTY and CONTRACTOR entered into AGREEMENT in the amount of $38,389.76 for the term April 1, 2022 through January 31, 2025, for the provision of alarm installation and monitoring services; and

WHEREAS, the AGREEMENT expired by its terms on January 31, 2025; and

WHEREAS, the COUNTY and CONTRACTOR have since continued to perform under the AGREEMENT and otherwise conduct themselves as if it remained in force; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to February 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $37,833.24 for a new total Agreement amount of $76,223, extend the term an additional 3 years for a new term of April 1, 2022 through January 31, 2028, and replace EXHIBIT A and Exhibit B.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $38,389.76" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $76,223.00".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from April 1, 2022 to January 31, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from April 1, 2022 to January 31, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT and **replacing it with**, "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

4. **EXHIBIT B, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT and **replacing it with**, "EXHIBIT B-1". All references in AMENDMENT NO. 1 to EXHIBIT B shall be construed to refer to

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EXHIBIT B-1.

5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.

6. A copy of the RENEWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by COUNTY on April 1, 2022.

7. This RENEWAL AND AMENDMENT NO. 1 is effective upon execution.

********** **SIGNATURE PAGE TO FOLLOW** **********

Docusign Envelope ID: DEB7F863-6C1A-40AF-906D-F957A84CF331

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	First Alarm Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: Jim Norkoli Digitally signed by Jim Norkoli DN: C=US, E=norkoli@firstalarm.com, O=First Alarm, OU=President, CN=Jim Norkoli Date: 2025.11.17 13:10:00-08'00' (Signature of Chair, President, or Vice-President) *
Date: _____	Jim Norkoli, President Name and Title
By: _____ Board of Supervisors (if applicable)	
Date: _____	Date: 17 November 2025

Approved as to Form[1]

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta County Counsel

Date: Chief Deputy County Counsel 11/19/2025 | 8:31 AM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Patricia Ruiz Auditor/Controller

Date: Auditor Controller Analyst I 11/20/2025 | 9:56 AM PST

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

By: Jarl Saal Digitally signed by Jarl Saal DN: C=US, E=jsaal@firstalarm.com, O=Deniaect, OU="President ", CN=Jarl Saal Date: 2025.11.17 13:10:57-08'00'	
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*	
Jarl Saal, Treasurer/Secretary Name and Title	
Date: 17 November 2025	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

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EXHIBIT A-1

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as "County"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

24-hour monitoring for Intrusion/Burglar Alarm, Fire Alarm, Temperature monitoring system services, and leasing of equipment at the Health Department Administration building, located at 1270 Natividad Rd., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

B. EXISTING SYSTEM COMPONENTS

B.1 Partition #1 Main Building *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.2 Partition #2 Storage Area *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.3 Partition #3 Maintenance Area *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.4 Partition #4 Laboratory *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.5 Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B**, Existing System Components.

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C. PAYMENT PROVISIONS

C.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$76,223** 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:

C.2 Existing service cost

Details outlined in **Exhibit B**, Payment Provisions.

Price for year 2025

Item Description	Monthly Cost	Quarterly Cost
Main Building (58-5116)	$58.45	$175.35
Storage Area (58-5117)	$33.00	$99.00
Maintenance Area (58-5118)	$33.00	$99.00
Laboratory (58-5119)	$33.00	$99.00
Building Fire System (58-5015)	$542.96	$1,628.88
TOTAL	**$700.41**	**$2,101.23**

Price Increase Effective January 1, 2026

Item Description	Monthly Cost	Quarterly Cost
Main Building (58-5116)	$60.56	$181.68
Storage Area (58-5117)	$34.12	$102.36
Maintenance Area (58-5118)	$34.12	$102.36
Laboratory (58-5119)	$34.12	$102.36
Building Fire System (58-5015)	$563.26	$1,689.78
TOTAL	**$726.18**	**$2,178.54**

C.3 Total Agreement Payment

Service Description	Service Amount
2025 Monthly Fees (12 months)	$8,404.92
2026 Monthly Fees (24 months)	$17,428.32
New Installation/Equipment Fees	$6,000.00
Emergency Repair Services/Equipment: Added services and/or expenditures as required for emergency repair required to maintain existing equipment, to include Service Calls. The aforementioned	$6,000.00

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services and/or expenditures may be added by written approval from the Health Department Facility Manager prior to providing services.	
Total Amendment Amount	**$37,833.24**

All written reports required under this Agreement must be delivered to Chris Le Venton County's or designee Contract Manager, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration. During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C.4 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B-1

To Agreement by and between
Monterey County Health Department, hereinafter referred to as "County"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Existing System Components/Payment Provisions

B. EXISTING SYSTEM COMPONENTS – No Changes

B.1 Partition #1 Main Building *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
1	2nd Stairway Motion	Motion Sensor
2	2nd Office Motion	Motion Sensor
3	2nd Motion Hall	Motion Sensor
4	2nd Hall Motion	Motion Sensor
5	2nd Motion Lobby	Motion Sensor
6	2nd Hall Motion	Motion Sensor
7	2nd Hall Office	Motion Sensor
8	2nd Stairway Motion	Motion Sensor
9	ZN 009	Disabled – Technician Error
12	1st Lobby Entry	Door Contact Sensor
13	Water Bug 218	Water Leak Sensor
14	Breakroom Door	Door Contact Sensor
15	1st West Door	Door Contact Sensor
16	1st South Door	Door Contact Sensor
17	2nd Lobby Door	Door Contact Sensor
18	2nd Lobby Door	Door Contact Sensor
21	1st South Motion	Motion Sensor
22	1st North Motion	Motion Sensor
23	1st Hall Motion	Motion Sensor
24	Break Room Motion	Motion Sensor
25	1st Hall Motion	Motion Sensor
26	Stairway Motion	Motion Sensor
27	1st Glass 1	Glass Contact Sensor
28	1st Glass 2	Glass Contact Sensor

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29	1st Glass 3	Glass Contact Sensor
30	1st Glass 4	Glass Contact Sensor
31	1st Glass 5	Glass Contact Sensor
32	1st Glass 6	Glass Contact Sensor
33	1st Glass 7	Glass Contact Sensor
34	1st Glass 8	Glass Contact Sensor
35	1st Glass 9	Glass Contact Sensor
36	Lab Glass Break	Glass Contact Sensor
39	Refrigerator Room 217	Temperature Monitor Sensor
40	Temp. IT-Room	Temperature Monitor Sensor

B.2 Partition #2 Storage Area *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
41	Warehouse Entry	Door Contact Sensor
44	Shop Motion	Motion Sensor

B.3 Partition #3 Maintenance Area *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
42	Shop Entry Door	Door Contact Sensor
43	Lab Motion	Motion Sensor

B.4 Partition #4 Laboratory *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
10	Utility Door	Door Contact Sensor
11	Lab Entry Door	Door Contact Sensor
19	Lab Motion	Motion Sensor
20	Lab Lobby Motion	Motion Sensor
37	Lab Suite 1	Door Contact Sensor
38	Lab Suite 2	Door Contact Sensor

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B.5 Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
1	Elevator Machine Room	Fire-Smoke Detector
1	Elevator Machine Room	Fire System Trouble
2	Elevator Machine Room	Fire-Heat Detection
2	Elevator Machine Room	Fire System Trouble
3	1st Floor Elevator Lobby	Fire-Smoke Detector
3	1st Floor Elevator Lobby	Fire System Trouble
4	I.T.V In Closet next to Main Door	Fire-Waterflow
4	I.T.V In Closet next to Main Door	Fire System Trouble
5	(3) OSY Tampers on Natividad Rd.	OSY-Sprinkler Tamper
5	(3) OSY Tampers on Natividad Rd.	Fire System Trouble
6	1st Floor CDC Lab	Fire-Manual Pull
6	1st Floor CDC Lab	Fire System Trouble
7	1st Floor Next to Room #144	Fire-Manual Pull
7	1st Floor Next to Room #144	Fire System Trouble
8	1st Floor Elevator Lobby Left	Fire-Manual Pull
8	1st Floor Elevator Lobby Left	Fire System Trouble
9	1st Floor Elevator Lobby Right	Fire-Manual Pull
9	1st Floor Elevator Lobby Right	Fire System Trouble
10	1st Floor Next to Room #124	Fire-Manual Pull
10	1st Floor Next to Room #124	Fire System Trouble
11	1st Flr Remote Power Supply w/ FACP	Fire Supervisory
11	1st Flr Remote Power Supply w/ FACP	Fire System Trouble
12	1st Floor Next to Conference Room #129A	Fire-Manual Pull
12	1st Floor Next to Conference Room #129A	Fire System Trouble
13	1st Floor Hallway Next to Electrical Room	Fire-Manual Pull
13	1st Floor Hallway Next to Electrical Room	Fire System Trouble
14	1st Floor Stairway to Hall	Fire-Manual Pull
14	1st Floor Stairway to Hall	Fire System Trouble
15	1st Floor Hallway by Restrooms	Fire-Manual Pull
15	1st Floor Hallway by Restrooms	Fire System Trouble
16	1st Floor Breakroom	Fire-Manual Pull
16	1st Floor Breakroom	Fire System Trouble
17	PIV & Gate Valves Tamper Switches	Sprinkler Valve Tamper
17	PIV & Gate Valves Tamper Switches	Fire System Trouble
18	2nd Floor Remote Power Supply #2	Fire Supervisory

First Alarm
1270 Natividad Rd. Room 217, Salinas CA
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18	2nd Floor Remote Power Supply #2	Fire System Trouble
19	2nd Floor Next to Room #210	Fire-Manual Pull
19	2nd Floor Next to Room #210	Fire System Trouble
20	2nd Floor Next to Room #245	Fire-Manual Pull
20	2nd Floor Next to Room #245	Fire System Trouble
21	2nd Floor Next to Room #263	Fire-Manual Pull
21	2nd Floor Next to Room #263	Fire System Trouble
22	2nd Floor Next to Room #212	Fire-Manual Pull
22	2nd Floor Next to Room #212	Fire System Trouble
23	2nd Floor Next to Room #243	Fire-Manual Pull
23	2nd Floor Next to Room #243	Fire System Trouble
24	2nd Floor Elevator Lobby	Fire-Manual Pull
24	2nd Floor Elevator Lobby	Fire System Trouble
25	2nd Floor Stairway #2	Fire-Manual Pull
25	2nd Floor Stairway #2	Fire System Trouble
26	2nd Floor Next to Conference Room #236	Fire-Manual Pull
26	2nd Floor Next to Conference Room #236	Fire System Trouble
27	2nd Floor Lobby Area by Room #236	Fire-Manual Pull
27	2nd Floor Lobby Area by Room #236	Fire System Trouble
28	2nd Floor Main Data Room	Fire-Manual Pull
28	2nd Floor Main Data Room	Fire System Trouble
29	AC-1 Duct Detector	Fire Supervisory
29	AC-1 Duct Detector	Fire System Trouble
30	AC-4 Duct Detector	Fire Supervisory
30	AC-4 Duct Detector	Fire System Trouble
31	AC-2 Duct Detector	Fire Supervisory
31	AC-2 Duct Detector	Fire System Trouble
32	AC-3 Duct Detector	Fire Supervisory
32	AC-3 Duct Detector	Fire System Trouble
33	AC-5 Duct Detector	Fire Supervisory
33	AC-5 Duct Detector	Fire System Trouble
34	Mezzanine Mechanical Room	Fire-Heat Detection
34	Mezzanine Mechanical Room	Fire System Trouble
35	1st Floor I.D.F	Fire-Smoke Detector
35	1st Floor I.D.F	Fire System Trouble
36	2nd Floor Elevator Lobby	Fire-Smoke Detector
36	2nd Floor Elevator Lobby	Fire System Trouble

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C. PAYMENT PROVISIONS

C.1 Existing service cost details

Price for year 2025

Item Description	Monthly Cost	Quarterly Cost
Main Building – Activity Report-Weekly/Email	$5.79	$17.37
Main Building – Daily Timer Test	$9.26	$27.78
Main Building – Monitoring Service	$32.40	$97.20
Main Building – Supervised Open & Close	$11.00	$33.00
TOTAL – Main Building (58-5116)	**$58.45**	**$175.35**
Storage Area – Activity Report-Weekly/Email	$5.79	$17.37
Storage Area – Monitoring Service	$16.21	$48.63
Storage Area – Supervised Open & Close	$11.00	$33.00
TOTAL – Storage Area (58-5117)	**$33.00**	**$99.00**
Maintenance Area – Activity Report-Weekly/Email	$5.79	$17.37
Maintenance Area – Monitoring Service	$16.21	$48.63
Storage Area – Supervised Open & Close	$11.00	$33.00
TOTAL – Maintenance Area (58-5118)	**$33.00**	**$99.00**
Laboratory – Activity Report-Weekly/Email	$5.79	$17.37
Laboratory – Monitoring Service	$16.21	$48.63
Laboratory – Supervised Open & Close	$11.00	$33.00
TOTAL – Laboratory (58-5119)	**$33.00**	**$99.00**
Building Fire System – Cellular Contractor Owned	$64.83	$194.49
Building Fire System – Daily Timer Test	$8.99	$26.97
Building Fire System – Gold Shield Warranty	$210.69	$632.07
Building Fire System – Inspection Contract	$212.38	$637.14
Building Fire System – Monitoring Service	$46.07	$138.21
TOTAL – Building Fire System (58-5015)	**$542.96**	**$1,628.88**
2025 GRAND TOTAL	**$700.41**	**$2,101.23**

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Price Increase Effective January 1, 2026

Item Description	Monthly Cost	Quarterly Cost
Main Building – Activity Report-Weekly/Email	$6.01	$18.03
Main Building – Daily Timer Test	$9.61	$28.83
Main Building – Monitoring Service	$33.63	$100.89
Main Building – Supervised Open & Close	$11.31	$33.93
TOTAL – Main Building (58-5116)	**$60.56**	**$181.68**
Storage Area – Activity Report-Weekly/Email	$6.00	$18.00
Storage Area – Monitoring Service	$16.81	$50.43
Storage Area – Supervised Open & Close	$11.31	$33.93
TOTAL – Storage Area (58-5117)	**$34.12**	**$102.36**
Maintenance Area – Activity Report-Weekly/Email	$6.00	$18.00
Maintenance Area – Monitoring Service	$16.81	$50.43
Storage Area – Supervised Open & Close	$11.31	$33.93
TOTAL – Maintenance Area (58-5118)	**$34.12**	**$102.36**
Laboratory – Activity Report-Weekly/Email	$6.00	$18.00
Laboratory – Monitoring Service	$16.81	$50.43
Laboratory – Supervised Open & Close	$11.31	$33.93
TOTAL – Laboratory (58-5119)	**$34.12**	**$102.36**
Building Fire System – Cellular Contractor Owned	$67.23	$201.69
Building Fire System – Daily Timer Test	$9.32	$27.96
Building Fire System – Gold Shield Warranty	$218.70	$656.10
Building Fire System – Inspection Contract	$220.24	$660.72
Building Fire System – Monitoring Service	$47.77	$143.31
TOTAL – Building Fire System (58-5015)	**$563.26**	**$1,689.78**
2026 GRAND TOTAL	**$726.18**	**$2,178.54**

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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:

First Alarm, a California corporation.

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

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: Alarm installation and monitoring as described in Exhibit A, Scope of Services.

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: $ 38,389.76

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution **to** January 31, 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: Existing System Components/Payment Provisions

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☐ **Agreement Under $100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☑ **Agreement Over $100,000 Business Automobile Liability Insurance:** covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Chris Le-Venton, Operations Manager	Gilberto Ceja Senior Account Representative
Name and Title	Name and Title
1270 Natividad Rd., Salinas, Ca. 93906	1 Lower Ragsdale Dr. #3700 Monterey, Ca. 93940
Address	Address
831-755-4513	831-818-9785
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson Debra R. Wilson
7B744087AA0B44B...
Contracts/Purchasing Officer

Date: 4/1/2022 | 2:59 PM PDT

By: DocuSigned by: Elsa Jimenez
C7A30BA59CA8423...
Department Head (if applicable)

Date: 4/1/2022 | 3:27 PM PDT

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Stacy Saetta Stacy Saetta
C0ECE1B99F444A9...
County Counsel

Date: 3/24/2022 | 4:28 PM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Joey Nolasco Joey Nolasco
F60C442ED05B437...
Auditor/Controller

Date: 4/1/2022 | 12:21 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____
Risk Management

Date: _____

CONTRACTOR

First Alarm
Contractor/Business Name *

By: DocuSigned by: Jim Norkoli
F1A57E81CE1A462...
(Signature of Chair, President, or Vice-President)

President
Name and Title

Date: 3/18/2022 | 10:50 AM PDT

By: DocuSigned by: Jarl Saal
C26AA1D03AE9403...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Exec. Chairman
Name and Title

Date: 3/23/2022 | 1:08 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 per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required
[2]Approval by Auditor-Controller is required
[3]Approval by Risk Management is necessary only if changes are made in paragraphs 8 or 9

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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND FIRST ALARM.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **FIRST ALARM.** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, County and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 1.0. Section 1.0, GENERAL DESCRIPTION, of the Agreement shall be amended and restated as follows:

"1.0. GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENTS:

1.01. General Description.

The County hereby engages CONTRACTOR to perform, and CONTRACTOR 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: Alarm installation and monitoring as described in Exhibit A, Scope of Services.

1.02. Termination of Prior Agreements.

County and CONTRACTOR previously entered into that certain

a. First Alarm Agreement (Commercial Retail Installment Contract) effective September 14, 2009:
   i. Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B.**

b. First Alarm Agreement (Commercial Retail Installment Contract) effective September 15, 2009:

First Alarm
$38,389.76
Term ending, 1/31/25

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i. **Partition #1 Main Building** *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services as described in **Exhibit B.**
ii. **Partition #2 Storage Area** *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B.**
iii. **Partition #3 Maintenance Area** *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B.**
iv. **Partition #4 Laboratory** *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B.**

(the "Prior Agreements"). County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreements, effective as of the Upon Execution Date of this Agreement. Therefore, as of the Upon Execution of this Agreement, County and CONTRACTOR agree that the Prior Agreements are unconditionally terminated in their entirety and shall have no further force and effect.**"**

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – First Alarm, a California corporation

Approved:

DocuSigned by:
By: Jim Norkoli
F1A57E81CE1A462...
(Signature of Chair, President, or Vice-President)

Jim Norkoli President
Name and Title

Date: 3/18/2022 | 10:50 AM PDT

Approved:

DocuSigned by:
By: Jarl Saal
C26AA1D03AE9403...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)

Jarl Saal Exec. Chairman
Name and Title

Date: 3/23/2022 | 1:08 PM PDT

COUNTY OF MONTEREY

Approved as to Form:

DocuSigned by:
By: Stacy Saetta
C0ECE1B99F444A9...
Deputy County Counsel

Date: 3/24/2022 | 4:28 PM PDT

Approved:

DocuSigned by:
By: Joey Nolasco
F60C442ED05B437...
Auditor/Controller

Date: 4/1/2022 | 12:21 PM PDT

Approved:

DocuSigned by:
By:
C7A30BA59CA8423...
Director of Health

Date: 4/1/2022 | 3:27 PM PDT

Approved:

DocuSigned by:
By: Debra R. Wilson
7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 4/1/2022 | 2:59 PM PDT

First Alarm
$38,389.76
Term ending, 1/31/25

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EXHIBIT A

To Agreement by and between
Monterey County Health Department, hereinafter referred to as "County"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. New equipment to be installed and added to existing Account # 58-5116:
   - Installation of Security System at **1270 Natividad Rd., Room 217, Salinas, California, 93906** for: 1x freezer in Room 217 to be monitored at both a minimum and maximum threshold.

   Items to be purchased, installed and included within this quote are the following:
   - 1 – EA800IP monitor for freezer in room 217 to monitor Covid 19 vaccines.
   - 1 – Low temperature probe.
   - 1 – Wire as needed for installation.

   Cost estimate for the above purchased items, including installation, at Prevailing Wage: **$3,675.00**.

B. EXISTING SYSTEM COMPONENTS – No Changes

B.1 Partition #1 Main Building *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.2 Partition #2 Storage Area *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B**, Existing System Components.

First Alarm
1270 Natividad Rd. Room 217, Salinas CA
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B.3 Partition #3 Maintenance Area *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.4 Partition #4 Laboratory *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.5 Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B**, Existing System Components.

C. PAYMENT PROVISIONS

C.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$38,389.76** 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:

C.2 New services and installation cost as described in above, section A.1.
No change in cost. Details outlined in **Exhibit B**, Payment Provisions.

Service (58-5116)	Monthly Cost	Quarterly Cost
Total Monthly Fees (no change)	$58.45	$175.35
2022 Install of Temperature Monitoring System (specified in A.1.1, above)	$3,675.00	-

C.3 Existing service cost
Details outlined in **Exhibit B**, Payment Provisions.

Item Description	Quarterly Cost
Main Building (58-5116)	$175.35
Storage Area (58-5117)	$99.00
Maintenance Area (58-5118)	$99.00
Laboratory (58-5119)	$99.00
Building Fire System (58-5015)	$1,628.88
QUARTERLY TOTAL	**$2,101.23**

First Alarm
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C.4 Total Agreement Payment

Service Description	Service Amount
Monthly Fees (36 months)	$25,214.76
Installation/Equipment Fees	$3,675.00
Access Entry Code Change Fee estimate: Addition/deletion of security access codes at $35.00 each	$3,500.00
Emergency Repair Services/Equipment: Added services and/or expenditures as required for emergency repair required to maintain existing equipment. The aforementioned services and/or expenditures may be added by written approval from the Health Department Facility Manager prior to providing services.	$6,000.00
Total Agreement Payment	**$38,389.76**

All written reports required under this Agreement must be delivered to Chris Le Venton County's or designee Contract Manager, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration. During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

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C.5 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B

To Agreement by and between
Monterey County Health Department, hereinafter referred to as "County"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Existing System Components/Payment Provisions

B. EXISTING SYSTEM COMPONENTS – No Changes

B.1 Partition #1 Main Building *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
1	2nd Stairway Motion	Motion Sensor
2	2nd Office Motion	Motion Sensor
3	2nd Motion Hall	Motion Sensor
4	2nd Hall Motion	Motion Sensor
5	2nd Motion Lobby	Motion Sensor
6	2nd Hall Motion	Motion Sensor
7	2nd Hall Office	Motion Sensor
8	2nd Stairway Motion	Motion Sensor
9	ZN 009	Disabled – Technician Error
12	1st Lobby Entry	Door Contact Sensor
13	Water Bug 218	Water Leak Sensor
14	Breakroom Door	Door Contact Sensor
15	1st West Door	Door Contact Sensor
16	1st South Door	Door Contact Sensor
17	2nd Lobby Door	Door Contact Sensor
18	2nd Lobby Door	Door Contact Sensor
21	1st South Motion	Motion Sensor
22	1st North Motion	Motion Sensor
23	1st Hall Motion	Motion Sensor
24	Break Room Motion	Motion Sensor
25	1st Hall Motion	Motion Sensor
26	Stairway Motion	Motion Sensor
27	1st Glass 1	Glass Contact Sensor
28	1st Glass 2	Glass Contact Sensor
29	1st Glass 3	Glass Contact Sensor

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30	1st Glass 4	Glass Contact Sensor
31	1st Glass 5	Glass Contact Sensor
32	1st Glass 6	Glass Contact Sensor
33	1st Glass 7	Glass Contact Sensor
34	1st Glass 8	Glass Contact Sensor
35	1st Glass 9	Glass Contact Sensor
36	Lab Glass Break	Glass Contact Sensor
39	Refrigerator Room 217	Temperature Monitor Sensor
40	Temp. IT-Room	Temperature Monitor Sensor

B.2 Partition #2 Storage Area *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
41	Warehouse Entry	Door Contact Sensor
44	Shop Motion	Motion Sensor

B.3 Partition #3 Maintenance Area *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
42	Shop Entry Door	Door Contact Sensor
43	Lab Motion	Motion Sensor

B.4 Partition #4 Laboratory *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
10	Utility Door	Door Contact Sensor
11	Lab Entry Door	Door Contact Sensor
19	Lab Motion	Motion Sensor
20	Lab Lobby Motion	Motion Sensor
37	Lab Suite 1	Door Contact Sensor
38	Lab Suite 2	Door Contact Sensor

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B.5 Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
1	Elevator Machine Room	Fire-Smoke Detector
1	Elevator Machine Room	Fire System Trouble
2	Elevator Machine Room	Fire-Heat Detection
2	Elevator Machine Room	Fire System Trouble
3	1st Floor Elevator Lobby	Fire-Smoke Detector
3	1st Floor Elevator Lobby	Fire System Trouble
4	I.T.V In Closet next to Main Door	Fire-Waterflow
4	I.T.V In Closet next to Main Door	Fire System Trouble
5	(3) OSY Tampers on Natividad Rd.	OSY-Sprinkler Tamper
5	(3) OSY Tampers on Natividad Rd.	Fire System Trouble
6	1st Floor CDC Lab	Fire-Manual Pull
6	1st Floor CDC Lab	Fire System Trouble
7	1st Floor Next to Room #144	Fire-Manual Pull
7	1st Floor Next to Room #144	Fire System Trouble
8	1st Floor Elevator Lobby Left	Fire-Manual Pull
8	1st Floor Elevator Lobby Left	Fire System Trouble
9	1st Floor Elevator Lobby Right	Fire-Manual Pull
9	1st Floor Elevator Lobby Right	Fire System Trouble
10	1st Floor Next to Room #124	Fire-Manual Pull
10	1st Floor Next to Room #124	Fire System Trouble
11	1st Flr Remote Power Supply w/ FACP	Fire Supervisory
11	1st Flr Remote Power Supply w/ FACP	Fire System Trouble
12	1st Floor Next to Conference Room #129A	Fire-Manual Pull
12	1st Floor Next to Conference Room #129A	Fire System Trouble
13	1st Floor Hallway Next to Electrical Room	Fire-Manual Pull
13	1st Floor Hallway Next to Electrical Room	Fire System Trouble
14	1st Floor Stairway to Hall	Fire-Manual Pull
14	1st Floor Stairway to Hall	Fire System Trouble
15	1st Floor Hallway by Restrooms	Fire-Manual Pull
15	1st Floor Hallway by Restrooms	Fire System Trouble
16	1st Floor Breakroom	Fire-Manual Pull
16	1st Floor Breakroom	Fire System Trouble
17	PIV & Gate Valves Tamper Switches	Sprinkler Valve Tamper
17	PIV & Gate Valves Tamper Switches	Fire System Trouble
18	2nd Floor Remote Power Supply #2	Fire Supervisory
18	2nd Floor Remote Power Supply #2	Fire System Trouble
19	2nd Floor Next to Room #210	Fire-Manual Pull

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19	2nd Floor Next to Room #210	Fire System Trouble
20	2nd Floor Next to Room #245	Fire-Manual Pull
20	2nd Floor Next to Room #245	Fire System Trouble
21	2nd Floor Next to Room #263	Fire-Manual Pull
21	2nd Floor Next to Room #263	Fire System Trouble
22	2nd Floor Next to Room #212	Fire-Manual Pull
22	2nd Floor Next to Room #212	Fire System Trouble
23	2nd Floor Next to Room #243	Fire-Manual Pull
23	2nd Floor Next to Room #243	Fire System Trouble
24	2nd Floor Elevator Lobby	Fire-Manual Pull
24	2nd Floor Elevator Lobby	Fire System Trouble
25	2nd Floor Stairway #2	Fire-Manual Pull
25	2nd Floor Stairway #2	Fire System Trouble
26	2nd Floor Next to Conference Room #236	Fire-Manual Pull
26	2nd Floor Next to Conference Room #236	Fire System Trouble
27	2nd Floor Lobby Area by Room #236	Fire-Manual Pull
27	2nd Floor Lobby Area by Room #236	Fire System Trouble
28	2nd Floor Main Data Room	Fire-Manual Pull
28	2nd Floor Main Data Room	Fire System Trouble
29	AC-1 Duct Detector	Fire Supervisory
29	AC-1 Duct Detector	Fire System Trouble
30	AC-4 Duct Detector	Fire Supervisory
30	AC-4 Duct Detector	Fire System Trouble
31	AC-2 Duct Detector	Fire Supervisory
31	AC-2 Duct Detector	Fire System Trouble
32	AC-3 Duct Detector	Fire Supervisory
32	AC-3 Duct Detector	Fire System Trouble
33	AC-5 Duct Detector	Fire Supervisory
33	AC-5 Duct Detector	Fire System Trouble
34	Mezzanine Mechanical Room	Fire-Heat Detection
34	Mezzanine Mechanical Room	Fire System Trouble
35	1st Floor I.D.F	Fire-Smoke Detector
35	1st Floor I.D.F	Fire System Trouble
36	2nd Floor Elevator Lobby	Fire-Smoke Detector
36	2nd Floor Elevator Lobby	Fire System Trouble

First Alarm
1270 Natividad Rd. Room 217, Salinas CA
Upon Execution – 01/31/25
$38,389.76

DocuSign Envelope ID: F3EB6758-A21C-45B9-AFAC-DCEBEA9D7372

C. PAYMENT PROVISIONS

C.2 New services and installation details as described in Exhibit A, section A.1. No change in cost.

Service (58-5116)	Monthly Cost	Quarterly Cost
Monitoring	$32.40	$97.20
Daily Timer Test	$9.26	$27.78
Open/Close Event Log	$11.00	$33.00
Activity Reports	$5.79	$17.37
Total Monthly Fees	**$58.45**	**$175.35**
2022 Install of Temperature Monitoring System (specified in A.1.1, above)	**$3,675.00**	**-**

C.3 Existing service cost details

Item Description	Quarterly Cost
Main Building – Activity Report-Weekly/Email	$17.37
Main Building – Daily Timer Test	$27.78
Main Building – Monitoring Service	$97.20
Main Building – Supervised Open & Close	$33.00
TOTAL QUARTERLY – Main Building (58-5116)	**$175.35**
Storage Area – Activity Report-Weekly/Email	$17.37
Storage Area – Monitoring Service	$48.63
Storage Area – Supervised Open & Close	$33.00
TOTAL QUARTERLY – Storage Area (58-5117)	**$99.00**
Maintenance Area – Activity Report-Weekly/Email	$17.37
Maintenance Area – Monitoring Service	$48.63
Storage Area – Supervised Open & Close	$33.00
TOTAL QUARTERLY – Maintenance Area (58-5118)	**$99.00**
Laboratory – Activity Report-Weekly/Email	$17.37
Laboratory – Monitoring Service	$48.63
Laboratory – Supervised Open & Close	$33.00
TOTAL QUARTERLY – Laboratory (58-5119)	**$99.00**

First Alarm
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Upon Execution – 01/31/25
$38,389.76

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Building Fire System – Cellular Contractor Owned	$194.49
Building Fire System – Daily Timer Test	$26.97
Building Fire System – Gold Shield Warranty	$632.07
Building Fire System – Inspection Contract	$637.14
Building Fire System – Monitoring Service	$138.21
TOTAL QUARTERLY – Building Fire System (58-5015)	**$1,628.88**
QUARTERLY GRAND TOTAL	**$2,101.23**

First Alarm
1270 Natividad Rd. Room 217, Salinas CA
Upon Execution – 01/31/25
$38,389.76

Introduced: 12/11/2025

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. 2 to Agreement No. A-16078 with Blue Pearl Specialty & Emergency Pet Hospital for the provision of emergency veterinary services to injured or sick domestic animals brought in by County Staff, Good Samaritans, or surrounding cities staff, extending the term an additional two years for a new term of October 10, 2022 through October 9, 2028, and adding $20,000 for a new Total Agreement amount of $60,000;
b. Approve the Director of Health Services or designee to approve one future Amendment that does not exceed 10% ($1,500) of the original Agreement amount, does not significantly alter the scope of services, and does not exceed the maximum amount of $61,500; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

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. 2 to Agreement No. A-16078 with Blue Pearl Specialty & Emergency Pet Hospital for the provision of emergency veterinary services to injured or sick domestic animals brought in by County Staff, Good Samaritans, or surrounding cities staff, extending the term an additional two years for a new term of October 10, 2022 through October 9, 2028, and adding $20,000 for a new Total Agreement amount of $60,000;
b. Approve the Director of Health Services or designee to approve one future Amendment that does not exceed 10% ($1,500) of the original Agreement amount, does not significantly alter the scope of services, and does not exceed the maximum amount of $61,500; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

SUMMARY:

This Amendment ensures the continuation and expansion of emergency veterinary services that safeguard the health and well-being of animals in Monterey County. Expanding access to surrounding cities strengthens regional collaboration and provides critical support for both County residents and

local municipalities. Approval of this item allows the County to maintain consistent access to specialized emergency animal care services that are not readily available through other providers.

DISCUSSION:
Since October 10, 2022, Blue Pearl has partnered with the County's Health Department to deliver emergency care for animals in need. These services have supported animals brought in by Monterey County staff, City of Salinas Animal Services, and members of the public acting in good faith, with the current term expiring October 9, 2026. Amendment No. 2 proposes to extend the agreement term by two years, through October 9, 2028, and expand service provisions to formally include animals brought in by additional surrounding cities, as outlined in Exhibit B.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and the Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:
There are sufficient appropriations in the Health Department Fiscal Year (FY) 2025-26 Adopted Budget for Animal Services (001-HEA001-8442). For the FYs out, provisions will be made in the Requested Budget for the appropriate year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Strategic Plan Goal by ensuring access to emergency veterinary services, promoting public health, and strengthening partnerships that contribute to the humane treatment of animals and community well-being.

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

Prepared by: Cindy Burnham, Animal Services Administrator, 796-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 2
Amendment No. 1
Agreement
Board Order to Agreement

Introduced: 12/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute Amendment No. 2 to Agreement No. A-16078 with Blue Pearl Specialty & Emergency Pet Hospital for the provision of emergency veterinary services to injured or sick domestic animals brought in by County Staff, Good Samaritans, or surrounding cities staff, extending the term an additional two years for a new term of October 10, 2022 through October 9, 2028, and adding $20,000 for a new Total Agreement amount of $60,000;
b. Approve the Director of Health Services or designee to approve one future Amendment that does not exceed 10% ($1,500) of the original Agreement amount, does not significantly alter the scope of services, and does not exceed the maximum amount of $61,500; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

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. 2 to Agreement No. A-16078 with Blue Pearl Specialty & Emergency Pet Hospital for the provision of emergency veterinary services to injured or sick domestic animals brought in by County Staff, Good Samaritans, or surrounding cities staff, extending the term an additional two years for a new term of October 10, 2022 through October 9, 2028, and adding $20,000 for a new Total Agreement amount of $60,000;
b. Approve the Director of Health Services or designee to approve one future Amendment that does not exceed 10% ($1,500) of the original Agreement amount, does not significantly alter the scope of services, and does not exceed the maximum amount of $61,500; and
c. Approve and authorize the Contracts and Purchasing Officer or their designee to execute future Amendments to the agreement where the Amendments do not significantly change the scope of work, do not exceed an aggregate amount of $200,000, and fall within the signing authority of the Contracts and Purchasing Officer.

SUMMARY:

This Amendment ensures the continuation and expansion of emergency veterinary services that safeguard the health and well-being of animals in Monterey County. Expanding access to surrounding cities strengthens regional collaboration and provides critical support for both County residents and local municipalities. Approval of this item allows the County to maintain consistent access to specialized emergency animal care services that are not readily available through other providers.

DISCUSSION:
Since October 10, 2022, Blue Pearl has partnered with the County's Health Department to deliver emergency care for animals in need. These services have supported animals brought in by Monterey County staff, City of Salinas Animal Services, and members of the public acting in good faith, with the current term expiring October 9, 2026. Amendment No. 2 proposes to extend the agreement term by two years, through October 9, 2028, and expand service provisions to formally include animals brought in by additional surrounding cities, as outlined in Exhibit B.

OTHER AGENCY INVOLVEMENT:
The Offices of the County Counsel and the Auditor-Controller have reviewed and approved as to legal form and fiscal provisions, respectively.

FINANCING:
There are sufficient appropriations in the Health Department Fiscal Year (FY) 2025-26 Adopted Budget for Animal Services (001-HEA001-8442). For the FYs out, provisions will be made in the Requested Budget for the appropriate year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This recommendation supports the Board of Supervisors' Strategic Plan Goal by ensuring access to emergency veterinary services, promoting public health, and strengthening partnerships that contribute to the humane treatment of animals and community well-being.

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

Prepared by: Cindy Burnham, Animal Services Administrator, 796-8796
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Amendment No. 2
Amendment No. 1
Agreement
Board Order to Agreement

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BLUE PEARL SPECIALTY & EMERGENCY
PET HOSPITAL

THIS AMENDMENT NO. 2 to AGREEMENT No. A-16078 is made by and between the County of Monterey**,** a political subdivision of the State of California (COUNTY), and Blue Pearl Specialty & Emergency Pet Hospital (CONTRACTOR) with respect to the following.

WHEREAS, on November 16, 2022, COUNTY and CONTRACTOR entered into AGREEMENT No. A-16078 in the amount of $15,000 for the term October 10, 2022, through October 9, 2024, for the provision of Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services or Good Samaritans; and

WHEREAS, COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to add $25,000 and extend the term an additional two years for a new term of October 10, 2022 through October 9, 2026; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $20,000 for a new Total Agreement amount of $60,000, extend the term an additional two years for a new term of October 10, 2022 through October 9, 2028, replace Exhibit A to clarify that Emergency veterinary services are for injured or sick domestic animals brought in by COUNTY staff, Good Samaritan, or approved surrounding cities, and add Exhibit B, Authorized Cities for Emergency Animal Intake.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $40,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $60,000".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT."

3. **EXHIBIT A**, "Scope of Services/Payment Provisions", **shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with**, "EXHIBIT A-2". All references in AMENDMENT NO. 2 to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

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4. **EXHIBIT B**, "Authorized Cities for Emergency Animal Intake", is hereby **added to and incorporated** into the Agreement in its entirety. All references in AMENDMENT NO. 2 to EXHIBIT B shall be construed to refer to EXHIBIT B-2.

5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full forces and effect as set forth in the AGREEMENT.

6. A copy of the Amendment No. 2 shall be attached to the original AGREEMENT executed by COUNTY on November 16, 2022.

7. This Amendment No. 2 is effective upon execution.

************ SIGNATURE PAGE TO FOLLOW ************

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT

Blue Pearl Specialty & Emergency
Pet Hospital
Amendment No. 2
Term: 10/10/2022 – 10/09/2028
NTE: $60,000

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

NO. 2 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Blue Pearl Specialty & Emergency Pet Hospital Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: Signed by: Candice Goldberg E1B5CE6891504E7... (Signature of Chair, President, or Vice-President) *
Date: _____	Candice Goldberg MFO Name and Title
By: _____ Board of Supervisors (if applicable)	
Date: _____	Date: 11/20/2025 | 1:16 PM PST

Approved as to Form[1]

By: Signed by: Robert I. Brayer FBACA339C87E4F8... Robert I. Brayer County Counsel Deputy County Counsel	By: Signed by: Hannah Scowsmith ABD29B74F46C4EF...
Date: 12/3/2025 | 2:19 PM PST	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
	Hannah Scowsmith Practice Manager Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454A5... Jennifer Forsyth Auditor/Controller Auditor-Controller Analyst II	Date: 11/17/2025 | 10:50 AM PST
Date: 12/3/2025 | 4:22 PM PST	

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

EXHIBIT A-2

To Agreement by and between
County of Monterey Health Department, (COUNTY)
AND
Blue Pearl Specialty & Emergency Pet Hospital, (CONTRACTOR)

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Emergency veterinary services to injured or sick domestic animals brought in by COUNTY staff, surrounding cities staff, or Good Samaritans. Veterinary care will be to the level of stabilization of the animal in order for it to be "humanely housed" during a stray period of approximately 5 days and may include:

- Critical nursing care, fluids, pumps, pain management, minor surgery, splints, X-rays, wound care, and other triage related medical care.
- Humane euthanasia, as required, for animals that cannot be humanely housed at the Hitchcock Road Animal Services Center for average 5-day stray holding period.
- Disposal of deceased or euthanized animals.
- CONTRACTOR is authorized to euthanize sick/injured underaged (under 8 weeks) kittens and puppies without contacting COUNTY.

"Humanely housed" means that the animal can eat, drink, urinate/defecate on its own and is ambulatory enough to do those things. COUNTY does not have staff present around the clock to provide care outside of 8am-5pm daily and does not have on site veterinary staff every day.

Services are to be provided on an emergency basis for injured stray animals on the date admitted and up to 96 hours total. Animals requiring overnight or multiple overnight stays will be held only until the animal is stable enough to be delivered to COUNTY.

COUNTY acknowledges that at any time, CONTRACTOR, may delay a veterinary examination upon accepting an injured animal if it is determined by CONTRACTOR staff that the animal appears stable.

When domestic animals are brought to the CONTRACTOR by Good Samaritans, (people who do not own the stray animal but have delivered it for care and medical treatment), CONTRACTOR shall obtain the following information to be provided to COUNTY:

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1. Contact information of Good Samaritan to include name, address, and phone number.
2. Where the animal was found to include street name and/or cross streets and city.
3. How the animal was injured if known or observed.
4. Whether the animal has any identification that may have been removed by the Good Samaritan.
5. Whether the owner is known and any owner contact information.

CONTRACTOR shall only accept animals found in unincorporated Monterey or any surrounding city as listed in **Exhibit B**, **Authorized Cities for Emergency Animal Intake**, as approved under this agreement.

CONTRACTOR shall scan any animal that is brought in by a Good Samaritan for a microchip. If a microchip is found, CONTRACTOR may attempt to contact owner outside of business hours. During business hours, COUNTY shall make contact. All owner information and contact attempts by CONTRACTOR shall be noted in animal record. CONTRACTOR is not to release any animal to owner until medical bill is paid in full. Otherwise, animal will be transferred to COUNTY who will contact owner.

CONTRACTOR shall notify COUNTY as soon as possible but within one business day of receipt of an animal and provide all information requested. COUNTY staff shall determine if the animal came from the County or a surrounding City's jurisdiction prior to authorizing treatment and providing an Animal ID number. During evenings, holidays and weekends, CONTRACTOR shall proceed under the agreed upon limit of agreement and contact COUNTY staff during business hours as needed according to contact list provided.

COUNTY will provide a list of contacts to CONTRACTOR via email to Office Manager and update accordingly as needed.

ANIMAL IDs and ANIMAL PICK UP: CONTRACTOR will contact COUNTY staff for pickup of the animal once it is in stable condition. Failure of CONTRACTOR to contact COUNTY within one business day for pick up will not account for additional fees applied to COUNTY invoice.

- CONTACTOR shall contact the COUNTY dispatch office Monday-Friday at for Animal ID numbers and for pickup of animals and once in stable condition and all paperwork is completed.

A.2 CONTRACTOR shall produce the following deliverables (written reports, x-rays, etc.) by the dates indicated below.

- Medical diagnosis, treatment records and x-rays to be provided upon time animal is released to the care of COUNTY or transferred to another facility.

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COUNTY staff shall be provided these records at the time of physical pick up of said animal.

All written reports required under this Agreement shall be delivered to COUNTY's Animal Services Director or designee in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$60,000** 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:

COUNTY shall pay an amount of $400 for the first 48 hours and $100 per day for two consecutive days after, not to exceed $600 for initial 96 hours of treatment without written authorization from Animal Services Director or designee. Any treatment that varies from these limits requires prior authorization from the Animal Services Director or designee. Any additional medical treatment after the initial 96 hours must be approved by the Animal Services Director or their designee which will include a proposal of care with a "not to exceed" fee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

In addition, COUNTY shall pay CONTRACTOR cost plus 10% for purchase of drugs and medical supplies. COUNTY shall provide a list of commonly used medications to CONTRACTOR via email to Office Manager and update accordingly as needed.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY monthly with an itemized invoice by the 15th of each month following the month in which the services are provided. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid. CONTRACTOR shall submit invoices to:

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

Invoices shall be emailed directly to: 296-financeas@countyofmonterey.gov
Cc: lewisp1@countyofmonterey.gov

Invoices should be mailed to: County of Monterey Health Department
Attn: Accounts Payable/Animal Services
1270 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B-2

To Agreement by and between
County of Monterey Health Department, (COUNTY)
AND
Blue Pearl Specialty & Emergency Pet Hospital, (CONTRACTOR)

Authorized Cities for Emergency Animal Intake

Carmel-by-the-Sea

Del Rey Oaks

Greenfield

Marina

Salinas

CSUMB

* The list may be updated as needed. Any additional authorized cities shall be provided to the CONTRACTOR via email and subsequently incorporated into the Agreement through a formal Amendment.

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AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BLUE PEARL SPECIALTY & EMERGENCY
PET HOSPITAL

THIS AMENDMENT NO. 1 to AGREEMENT No. A-16078 is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Blue Pearl Specialty & Emergency Pet Hospital (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on November 16, 2022, COUNTY and CONTRACTOR entered into AGREEMENT No. A-16078 in the amount of $15,000 for the term October 10, 2022, through October 9, 2024, for the provision of Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services or Good Samaritans; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $25,000 and extend the term an additional two (2) years for a new term of October 10, 2022 through October 9, 2026.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $15,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $40,000".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2024, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT."

3. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.

4. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on November 16, 2022.

5. This Amendment No. 1 is effective upon execution.

DocuSign Envelope ID: F248446F-955F-4C6D-B816-5FA27B961068

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson Debra Wilson
7B741937AA0D47B...
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Date: 4/12/2024 | 1:28 PM PDT

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Robert I. Brayer Robert I. Brayer
FBACA339C87E456...
County Counsel
Deputy County Counsel

Date: 4/11/2024 | 3:08 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller
Auditor-Controller Analyst II

Date: 4/12/2024 | 1:07 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Blue Pearl Specialty & Emergency Pet Hospital
Contractor's Business Name*

By: DocuSigned by: Hannah Scowsmith
ABD29B3F48C4EF...
(Signature of Chair, President, or Vice-President) *

Hannah Scowsmith Practice Manager
Name and Title

Date: 4/10/2024 | 3:22 PM PDT

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

_____
Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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

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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:

Blue Pearl Specialty & Emergency Pet Hospital,

(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: Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services Staff or Good Samaritans.

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: **$** 15,000

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from October 10, 2022 **to** October 09, 2024, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and **CONTRACTOR may not commence work before County signs this Agreement**.

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions

Exhibit B Other: N/A

DocuSign Envelope ID: 94728986-D088-4C7E-9C15-5712E2F1E3EB

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Cynthia Burnham, Animal Services Administrator	Hannah J. Scowsmith, Practice Manager
Name and Title	Name and Title
160 Hitchcock Rd. Salinas, Ca. 93908	451 Canyon Del Rey Blvd. Del Rey Oaks, Ca. 93940
Address	Address
831.769.8796	831.899.4838
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____

Contracts/Purchasing Officer

Date: _____

By: DocuSigned by: [signature] G7A30BA50GA8428...

Department Head (if applicable)

Date: 11/16/2022 | 4:42 PM PST

Approved as to Form
Office of the County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: Shane Strong F631FE484254499... Shane Strong

County Counsel

Office of County Counsel

Date: 10/24/2022 | 9:24 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE... Jennifer Forsyth

Auditor/Controller

Auditor-Controller Analyst II

Date: 10/25/2022 | 9:41 AM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Manager
Leslie J. Girard, County Counsel-Risk Manager

By: _____

Risk Management

Date: _____

CONTRACTOR

Blue Pearl Specialty & Emergency Pet Hospital

DocuSigned by: Hannah Scowsmith ABD29B74F46C4EF...

Contractor/Business Name *

By: _____

(Signature of Chair, President, or Vice-President)

Hannah Scowsmith Practice Manager

Name and Title

Date: 10/12/2022 | 9:07 AM PDT

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Name and Title

Date: _____

County Board of Supervisors' Agreement No. A-16078 **approved on** November 8, 2022

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

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

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EXHIBIT A

To Agreement by and between
Animal Services, hereinafter referred to as "COUNTY"
AND
Blue Pearl Specialty & Emergency Pet Hospital, hereinafter referred to as "CONTRACTOR"

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services staff or Good Samaritans. Veterinary care will be to the level of stabilization of the animal and may include:

- Critical nursing care, fluids, pumps, pain management, minor surgery, splints, X-rays, wound care, and other triage related medical care.
- Humane euthanasia, as required, for animals that cannot be humanely housed at the Animal Services Center for average 5-day stray holding period.
- Disposal of deceased or euthanized animals.
- CONTRACTOR is authorized to euthanize sick/injured underaged (under 8 weeks) kittens and puppies without contacting COUNTY.

Services are to be provided on an emergency basis for injured stray animals on the date admitted and up to 96 hours total. Animals requiring overnight or multiple overnight stays will be held only until the animal is stable enough to be delivered to the Animal Services Center on Hitchcock Road.

COUNTY acknowledges that at any time, CONTRACTOR, may delay a veterinary examination upon accepting an injured animal if it is determined by CONTRACTOR staff that the animal appears stable.

When domestic animals are brought to the CONTRACTOR by "Good Samaritans," (people who do not own the stray animal but have delivered it for care and medical treatment), CONTRACTOR shall obtain the following information:

1. Contact information of Good Samaritan to include name, address and phone number.
2. Where the animal was found to include street name and/or cross streets and city.
3. How the animal was injured if known or observed.

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4. Whether the animal has any identification that may have been removed Good Samaritan.
5. Whether the owner is known and any owner contact information.

CONTRACTOR shall only accept animals found in unincorporated Monterey or the City of Salinas under this agreement.

CONTRACTOR shall scan any animal that is brought in by a Good Samaritan for a microchip. If a microchip is found, CONTRACTOR may attempt to contact owner outside of business hours. During business hours, COUNTY shall make contact. All owner information and contact attempts by CONTRACTOR shall be noted in animal record. CONTRACTOR is not to release any animal to owner until medical bill is paid in full. Otherwise, animal will be transferred to COUNTY who will contact owner.

CONTRACTOR shall notify COUNTY as soon as possible but within one business day of receipt of an animal and provide all information requested. COUNTY staff shall determine if the animal came from the County or City's jurisdiction prior to authorizing treatment and providing an Animal ID number. During evenings, holidays and weekends, CONTRACTOR shall proceed under the agreed upon limit of agreement and contact COUNTY staff as needed according to contact list provided.

- COUNTY will provide a list of contacts to CONTRACTOR via email to Office Manager and update accordingly as needed.

ANIMAL PICK UP: CONTRACTOR will contact COUNTY staff for pickup of the animal once it is in stable condition. Failure of CONTRACTOR to contact COUNTY within one business day for pick up will not account for additional fees applied to COUNTY invoice.

A.2 CONTRACTOR shall produce the following deliverables (written reports, x-rays, etc.) by the dates indicated below.

- Medical diagnosis, treatment records and x-rays to be provided upon time animal is released to the care of Animal Services or transferred to another facility. Animal Services staff shall be provided these records at the time of pick up.

All written reports required under this Agreement shall be delivered to the Animal Services Director or designee in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

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County shall pay an amount not to exceed **$15,000** 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:

COUNTY shall pay an amount of $400 for the first 48 hours and $100 per day for two consecutive days after, not to exceed $600 for initial 96 hours of treatment without written authorization from Animal Services Director or designee. Any treatment that varies from these limits requires prior authorization from the Animal Services Director or designee. Any additional medical treatment after the initial 96 hours must be approved by the Animal Services Director or their designee which will include a proposal of care with a "not to exceed" fee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

In addition, COUNTY shall pay CONTRACTOR cost plus 10% for purchase of drugs and medical supplies. Animal Services will provide a list of commonly used medications.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the County monthly with an itemized invoice by the 15th of each month following the month in which the services are provided. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid.

CONTRACTOR shall submit invoices to:

Invoices should be mailed to: Monterey County Health Department
Attn: Accounts Payable/Animal Services
1270 Natividad Road
Salinas, CA 93906

Invoices may be emailed directly to: 296-FinanceAS@co.monterey.ca.us

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

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No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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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 John M. Phillips, seconded by Supervisor Luis A. Alejo to:

Agreement No.: A-16078
a. Approve and authorize the Director of Health or the Assistant Director of Health to execute an Agreement between the County of Monterey and Blue Pearl Specialty & Emergency Pet Hospital for the term retroactive from October 10, 2022, to October 9, 2024, for the provision of emergency veterinary services to injured or sick domestic animals brought in by Monterey County, City of Salinas Animal Services Staff, or Good Samaritans, for a total Agreement amount not to exceed $15,000; and
b. Approve the Director of Health or the Assistant Director of Health to approve up to three (3) future Amendments that do not exceed ten percent (10%) ($1,500) of the original Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 8th day of November 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, Askew, and Adams
NOES: None
ABSENT: None
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting November 8, 2022.

Dated: November 10, 2022
File ID: A 22-565
Agenda Item No.: 41

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Introduced: 12/12/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** BoS Agreement

a. Approve and authorize the Director of Health Services or designee to execute a renewal Order Form with Qualtrics, applying the terms and conditions of the parties' previously Board-approved General Terms and Conditions for Qualtrics Cloud Services dated September 1, 2022 ("Data Processing Agreement"), for continuation of vendor-hosted online survey platform subscription services and professional services as needed, extending the Data Processing Agreement for an additional three-year term retroactive to September 1, 2025 through August 31, 2028, for a revised total term of September 1, 2022 through August 31, 2028, and adding $215,158 for a total agreement liability of $375,158; and
b. Authorize the Director of Health Services or designee to sign future Order Forms to this Agreement where the Order Forms do not significantly change the scope of work and do not cause an increase of more than 10% of the original contract amount ($16,000) for a maximum aggregate agreement not to exceed $391,158.

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 renewal Order Form with Qualtrics, applying the terms and conditions of the parties' previously Board-approved General Terms and Conditions for Qualtrics Cloud Services dated September 1, 2022 ("Data Processing Agreement"), for continuation of vendor-hosted online survey platform subscription services and professional services as needed, extending the Data Processing Agreement for an additional three-year term retroactive to September 1, 2025 through August 31, 2028, for a revised total term of September 1, 2022 through August 31, 2028, and adding $215,158 for a total agreement liability of $375,158; and
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SUMMARY:

Qualtrics, LLC provides an online survey software platform that supports the diverse survey requirements of the County of Monterey Health Department (MCHD). The platform allows program staff to customize and develop surveys that are meaningful for strategic planning, including but not limited to, health initiatives and interventions, service satisfaction, program design or expansion, and decision-making input. This tool also supports MCHD in maintaining compliance with national public health accreditation standards. It is the recommendation of the Director of Health Services to approve Amendment No. 1 with Qualtrics, LLC to maintain these essential services.

DISCUSSION:
The Qualtrics survey platform provides unlimited survey creation, unlimited questions, unlimited responses, and secure email delivery, while incorporating security management features for staff who design and collect survey data. These capabilities allow MCHD to operate surveys on a large scale across staff, clients, patients, and community agencies that collaborate with the County in providing services to residents.

To ensure privacy and compliance, the solution includes ExpertReview - Compliance Assist, a proprietary feature that detects sensitive data, prevents its visibility in collected data, and warns respondents before submitting such information. This enables MCHD to maintain data security, safeguard respondent privacy, and meet accreditation requirements.

Approval of this request is on a retroactive basis. This is due to an interruption in contract negotiations when the vendor halted discussions, citing low annual spend. It was later determined that this assessment was made in error on the vendor's part. Once identified, negotiations resumed; however, during this delay the existing agreement expired. Approval of this renewal order form for subscription services will allow the County to reinstate and continue critical survey services without further interruption.

OTHER AGENCY INVOLVEMENT:
The Office of the County Counsel reviewed and approved this Data Processing Agreement as to legal form. The Auditor-Controller's Office reviewed the agreement but does not agree to the non-standard payment provisions.

FINANCING:
Appropriations for this Agreement are included in the Health Department's (HEA014-8438) Fiscal Year (FY) 2025-26 Adopted Budget. For the FYs out, provision will be made in the Requested Budget for the appropriate year.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This agreement does not relate to one of the 4 Strategic Plan Goals.

_X_ Administrative (This item does not fall directly under the Board of Supervisors' four Strategic Plan goals. Instead, it supports essential administrative functions of the Health Department by maintaining compliance with national public health accreditation standards, ensuring data security, safeguarding respondent privacy, and meeting accreditation requirements).

Prepared by: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Order Form
Board Order

Original Agreement

Introduced: 12/12/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Agreement

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BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
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_X_ Administrative (This item does not fall directly under the Board of Supervisors' four Strategic Plan goals. Instead, it supports essential administrative functions of the Health Department by maintaining compliance with national public health accreditation standards, ensuring data security, safeguarding respondent privacy, and meeting accreditation requirements).

Prepared by: Roxann Seepersad, Supervising Public Health Epidemiologist, 755-4522
Approved by: Elsa Mendoza Jimenez, Director of Health Services, 755-4526

Attachments:
Board Report
Order Form
Board Order
Original Agreement

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

qualtrics.XM

Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("**Qualtrics**")	County of Monterey, for services at County of Monterey Health Department 1270 Natividad Rd. SALINAS CA 93906 United States ("**Customer**")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the General Terms and Conditions for Qualtrics Cloud Services executed between Qualtrics and County of Monterey with an effective date of September 1, 2022 (the "**Agreement**"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:	Notwithstanding anything to the contrary set forth in the Agreement, any right of Customer to terminate without cause is only available without refund and on the condition that all fees set forth herein are paid in full.	

To be completed by Customer			
Regional Data Center:	PDX1 (US West)	Purchase Order Number (if any):	
Email Address for Invoice Submission:	larav@countyofmonterey.gov	Shipping Address:	Attn: County of Monterey | Health Department 1270 Natividad Road SALINAS, CA 93906-3198 United States
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn: County of Monterey | Health Department 1270 Natividad Road Salinas, CA 93906-3198 United States

Qualtrics	**County of Monterey, on behalf of Monterey County Health Department**
By (signature):	By (signature):
Name: Mark Creer	Name:
Title: Deputy General Counsel	Title:
Date: November 24, 2025	Date:
	Approved as to Form: By (signature): Stacy Saetta DocuSigned by: C0ECE1B99F444A9... Name: Stacy Saetta

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

qualtrics.XM

Order Form

	Title: Chief Deputy County Counsel
	Date: 12/10/2025 | 9:31 AM PST
	Approved as to Fiscal Provisions: By (signature):
	Name: Auditor/Controller Signers
	Title:
	Date:
Qualtrics Primary Contact:	**Customer Primary Contact:**
Name: Mahonri Pacanos	Name: Vicente Lara
Phone: (385) 203-4506	Phone: (831) 755-4390
Email: mahonrip@qualtrics.com	Email: larav@countyofmonterey.gov

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

qualtrics.XM

Order Form

Service Level Exhibit

Service Levels

1. **Availability**. Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
    1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
    2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
    3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
    4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
01-Sep-2025	31-Aug-2028	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Sep-2025 TO 31-Aug-2026	Cloud Professional	$68,250.00 $0.00	Effective Date	Net 45	Q-235046
01-Sep-2026 TO 31-Aug-2027	Cloud Professional	$71,662.50 $0.00	02-Aug-2026	Net 45	Q-235046
01-Sep-2027 TO 31-Aug-2028	Cloud Professional	$75,245.63 $0.00	02-Aug-2027	Net 45	Q-235046
Total		**USD** **$215,158.13**			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release
Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

Excess Use
Any use of the Cloud Service that exceeds the Usage Metrics and volumes set forth herein will incur additional fees from the date the excess use began based on Qualtrics' prices as of that date. Customer will execute an Order Form for such excess use promptly upon Qualtrics' request. Qualtrics will invoice Customer for such excess use on or about the end of the then-current annual period, and Customer will pay the invoiced amount in accordance with the applicable payment terms above.

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service may be renewed on mutual written agreement by the parties for a successive one-year term with a price increase of no more than 5% at such renewal.

[Description of Services on following page]

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

Order Form

YEAR 1
Q-235046

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 25,000

YEAR 2
Q-235046

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 25,000

YEAR 3
Q-235046

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 25,000

The Cloud Services purchased are subject to the Definitions and Product Terms located at: https://www.qualtrics.com/legal/customers/product-terms

Qualtrics permits Customer to process a limited number of characters (as defined at https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Chris Lopez, seconded by Supervisor John M. Phillips to:

Agreement No.: A-16014
a. Authorize the Director of Health or Assistant Health Director to execute a Data Processing Agreement between the County of Monterey and Qualtrics, LLC for the provision of a survey software platform subscription hosted by the vendor and professional services as needed in the amount of $30,000 for Fiscal Year (FY) 2022-23, $65,000 for Fiscal Year (FY) 2023-24, and $65,000 for Fiscal Year (FY) 2024-25, in an aggregate amount not to exceed $160,000: and
b. Approve non-standard risk terms regarding indemnification and insurance provisions as recommended by the Director of Health; and
c. Approve and authorize the Director of Health or Assistant Director of Health to approve up to three (3) future amendments that do not exceed ten percent (10%) ($16,000) of the original Data Processing Agreement amount and do not significantly alter the scope of services.

PASSED AND ADOPTED on this 30th day of August 2022, by roll call vote:

AYES: Supervisors Alejo, Phillips, Lopez, and Adams
NOES: None
ABSENT: Supervisor Askew
(Government Code 54953)

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting August 30, 2022.

Dated: September 1, 2022
File ID: A 22-473
Agenda Item No.: 43

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

Julian Lorenzana, Deputy

DocuSign Envelope ID: 00425572-EB2C-48C3-A081-D8FE0DCE6D2B

qualtrics.XM

Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("**Qualtrics**")	County of Monterey 1270 Natividad Rd. SALINAS, CA 93906 United States ("**Customer**")
Effective Date:	September 1, 2022.	
Governing Document:	This Order Form is subject to the Terms and Conditions for Qualtrics Cloud Services executed with effective date of September 1, 2022 (the "**Agreement**"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit -Professional Services Exhibit	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:		

To be completed by Customer			
Regional Data Center:	Monterey County Health Dept. (Administration Bureau)	Purchase Order Number (if any):	
Email Address for Invoice Submission:	HDADMINFinance@co.monterey.ca.us	Shipping Address:	Monterey County Health Department 1270 Natividad Rd. Salinas, Ca. 93906
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn: Health Administration 1270 Natividad Rd. Salinas, Ca. 93906

Qualtrics	**Customer**
By (signature): DocuSigned by: Mark Creer F3B7DF9FFCA34AF...	By (signature): DocuSigned by: C7A30BA59CA8423...
Name: Mark Creer	Name: Elsa Jimenez
Title: Director	Title: Director of Health
Date: September 6, 2022	Date: 9/6/2022 | 9:59 AM PDT
Qualtrics Primary Contact:	**Customer Primary Contact:**
Name: Sharath Bhat	Name: Roxann Seepersad
Phone:	Phone: 831-755-4522
Email: sharathb@qualtrics.com	Email: seepersadr@co.monterey.ca.us

DocuSigned by:
Approved as to Form: Stacy Saetta
C0ECE1B99F444A9...
Chief Deputy County Counsel *Dated:* 8/22/2022 | 1:38 PM PDT

DocuSigned by:
Approved as to Fiscal Provisions: Gary Giboney
D3834BFEC1D8449...
Chief Deputy Auditor Controller *Dated:* 8/22/2022 | 1:42 PM F

DocuSign Envelope ID: 00425572-EB2C-48C3-A081-D8FE0DCE6D2B

Order Form
Service Level Exhibit

Service Levels

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    1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
    2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
    3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
    4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

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Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
01-Sep-2022	30-Jun-2025	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Sep-2022 TO 31-Aug-2023	Cloud Professional	$26,875.00 $3,125.00	Effective Date	Net 45	Q-1728888
01-Sep-2023 TO 31-Aug-2024	Cloud Professional	$65,000.00 $0.00	02-Aug-2023	Net 45	Q-1728890
01-Sep-2024 TO 31-Aug-2025	Cloud Professional	$65,000.00 $0.00	02-Aug-2024	Net 45	Q-1728891
Total		**USD $160,000.00**			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release
Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

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Order Form

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[Description of Services on following page]

DocuSign Envelope ID: 00425572-EB2C-48C3-A081-D8FE0DCE6D2B

Order Form

YEAR 1
Q-1728888

CLOUD SERVICE

CX Use-Case

Foundation - User : Includes up to 5
SMS Text Reserve : up to 50000
Foundation - Responses : up to 25000

Business Advanced - User
Business Advanced - Responses : up to 1000

YEAR 2
Q-1728890

CLOUD SERVICE

CX Use-Case

Foundation - User : Includes up to 5
Foundation - Responses : up to 25000
Business Advanced - User
Business Advanced - Responses : up to 1000

YEAR 3
Q-1728891

CLOUD SERVICE

CX Use-Case

Foundation - User : Includes up to 5
Foundation - Responses : up to 25000
Business Advanced - User
Business Advanced - Responses : up to 1000

DocuSign Envelope ID: 00425572-EB2C-48C3-A081-D8FE0DCE6D2B

Order Form

Professional Services Exhibit

Definitions: All capitalized terms not otherwise defined herein shall have the meanings assigned to them in this SOW.

1. Definitions

a. "Deliverables" refers to those implementation deliverables included in the Project Scope in Section 2.
b. "Delivery Team" refers to the set of resources assigned for fulfillment of project scope.
c. "Project" refers to the project that is the accumulation of Deliverables to be provided under this Statement of Work.
d. "Standard Business Hours" are 0900 to 1700 hours according to the time zone of the office in which Delivery Team is located, unless otherwise agreed to in writing during the Project.

2. Project Scope

a. Inclusions
    i. 10 hours of support for the Qualtrics platform, including training, quality checking, guidance and/or configuration of any of the platform features. No more than five hours can be used in a week. After two months from authorization, unused hours will expire.

b. Assumptions
    i. For the duration of the Project, Customer will provide the Delivery Team with access to Customer's Qualtrics brand (account) as a brand administrator.

3. Responsibilities

a. Delivery Team Responsibilities
    i. Engages with Customer throughout the Project, keeping Customer informed of timelines and progress toward completion throughout the Project.
    ii. Shares training resources as appropriate for each Deliverable, which may be in the form of live online training, online materials, and/or free online webinars.
    iii. Offers guidance and support required to ensure Customer can fulfill responsibilities of launching projects in Qualtrics.
    iv. For projects that involve a new license setup, provides initial configuration of license and Qualtrics account, including creation of up to 3 brand administrator users.
b. Customer Responsibilities
    i. Engages actively throughout the Project, following a cadence decided with Delivery Team during kickoff call; changes or cancellations of any meetings require 24 hours notice in order to avoid forfeiture of allotted time.
    ii. Manages User Acceptance Testing ("**UAT**") process and any special testing requirements, ensuring that each stage of the Project is complete and the scope of work has been met. This may include:
        1. Uploading sample data to the Qualtrics platform to test system functionality and license settings.
        2. Validating that scoped features and settings were implemented correctly and meet the requirements of the Project.
        3. Engaging other stakeholders within Customer's organization as needed to test technical or functional aspects of the Qualtrics platform.
    iii. As needed, provides resources to fill all required roles for successful implementation, which may include project sponsorship, signatory, stakeholder management, project coordination, customer experience lead, technical lead, operational support.

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iv. Maintains all features included in the license after the implementation period, including any updates to Deliverables created during the Project, as well as the creation of any new Deliverables, including surveys and dashboards.

v. For projects that involve a new license setup, provides required information for setup of brand administrator accounts; brand administrator users may create additional user accounts and manage access to the license, in accordance with any limitations specified in the license terms.

4. Governance

a. Delivery Team will coordinate with Customer to schedule a Project kickoff call, at which time the Project begins. Timing of kickoff call will be mutually agreed between Delivery Team and Customer based on Delivery Team availability and Customer's milestones. It is estimated that the Project will begin after this agreement has been fully executed. It is estimated that the hours on this project will be utilized within 2 months of the contract signature date.

b. The Project is complete based on completion of delivery and Customer's acceptance, per the terms of the Acceptance Criteria section.

c. Unless otherwise agreed by both parties in writing, all interactions and meetings will be conducted in English, and will be conducted remotely, via phone, email, or videoconference.

5. Acceptance Criteria

a. Once a Project phase is completed and the Delivery Team provides notification of the Deliverables for review and approval, the Customer will either (1) confirm the requirements have reasonably been met and sign off on the approval for the next implementation phase to begin or (2) reply to the Delivery Team, in writing, detailing the specific requirements that must still be met. Upon mutual agreement, both parties may agree to extend the time period for UAT, though additional time may impact Project timelines and budget and be subject to a Change Order (as defined below).

b. Ensures that all Deliverables are reviewed and signed off according to the following process:

i. Delivery Team will submit final drafts for review and sign-off at least 5 business days prior to the Deliverable completion date.

ii. Customer will sign off or report any issues within 5 business days of draft submission.

iii. The Delivery Team will correct reported issues within a mutually agreed time frame.

iv. Customer will provide written feedback and raise issues related to the reworked portion of the Deliverable within a mutually agreed time frame, and the Delivery Team will make changes necessary to resolve the issues.

v. Customer will provide final review and signoff on the reworked Deliverables within 2 business days.

vi. Deliverables will be considered accepted if the Customer does not provide written notification of Deliverable rejection within the timelines specified above.

6. Third Party Vendors and Products

a. Customer remains responsible for their own vendors and third parties providing services related hereto.

b. Qualtrics is not responsible for third party products obtained by Customer.

7. Change Orders

a. If Customer or Delivery Team wishes to change the scope of the Project, they will submit details of the requested change to the other in writing. Delivery Team will, within a reasonable time after such request is received, provide a written estimate to Customer of changes to Project cost, timeline, and/or scope.

b. Promptly after receipt of the written estimate, Customer and Delivery Team will negotiate and agree in writing on the terms of such change (a "Change Order"). Each Change Order complying with this Section will be considered an amendment to this Order Form.

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GENERAL TERMS AND CONDITIONS FOR QUALTRICS CLOUD SERVICES ("GTC")

Between	**Qualtrics, LLC** **(an SAP America Inc. company)** **333 W. River Park Drive** **Provo, Utah 84604** **("Qualtrics")**
And	**[County of Monterey]** **[1270 Natividad Rd., Salinas, Ca. 93906]** **("Customer")**

1. DEFINITIONS

Capitalized terms used in this document are defined in the Glossary.

2. USAGE RIGHTS AND RESTRICTIONS

2.1 Grant of Rights.

Qualtrics grants to Customer a non-exclusive, non-transferable and world-wide right to use the Cloud Service (including its implementation and configuration), Cloud Materials (as applicable) and Documentation solely for Customer's and its Affiliates' internal business operations. Permitted uses and restrictions of the Cloud Service also apply to Cloud Materials and Documentation.

2.2 Authorized Users.

Customer may permit Authorized Users to use the Cloud Service. Usage is limited to the Usage Metrics and volumes stated in the Order Form. Access credentials for the Cloud Service may not be used by more than one individual, but may be transferred from one individual to another if the original user is no longer permitted to use the Cloud Service. Customer is responsible for breaches of the Agreement caused by Authorized Users.

2.3 Acceptable Use Policy.

With respect to the Cloud Service, Customer will not:

(a) disassemble, decompile, reverse-engineer, copy, translate or make derivative works,

(b) transmit any content or data that is unlawful or infringes any intellectual property rights, or

(c) circumvent or endanger its operation or security.

2.4 Verification of Use.

Customer will monitor its own use of the Cloud Service and report any use in excess of the Usage Metrics and volume. Qualtrics may monitor use to verify compliance with Usage Metrics, volume and the Agreement.

2.5 Suspension of Cloud Service.

Qualtrics may suspend or limit use of the Cloud Service if continued use may result in material harm to the Cloud Service or its users. Qualtrics will promptly notify Customer of the suspension or limitation. Qualtrics will limit a suspension or limitation in time and scope as reasonably possible under the circumstances.

2.6 Third Party Web Services.

The Cloud Service may include integrations with web services made available by third parties (other than Qualtrics' Affiliates) that are accessed through the Cloud Service and subject to terms and conditions with those third parties. These third party web services are not part of the Cloud Service and the Agreement does not apply to them.

2.7 Mobile Access to Cloud Service.

If applicable, Authorized Users may access certain Cloud Services through mobile applications obtained from third-party websites such as Android or Apple app store. The use of mobile applications may be governed by the terms and conditions presented upon download/access to the mobile application and not by the terms of the Agreement.

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3. QUALTRICS RESPONSIBILITIES

3.1 Provisioning.

Qualtrics provides access to the Cloud Service as described in the Agreement.

3.2 Support.

Qualtrics provides support for the Cloud Service as referenced in the Order Form.

3.3 Security.

Qualtrics will implement and maintain appropriate technical and organizational measures to protect the personal data processed by Qualtrics as part of the Cloud Service as described in the Data Processing Agreement attached hereto as **Exhibit A** ("**DPA**") for Cloud Services incorporated into the Order Form in compliance with applicable data protection law.

3.4 Modifications.

(a) The Cloud Service and Qualtrics Policies may be modified by Qualtrics. Qualtrics will inform Customer of modifications by email, the support portal, release notes, Documentation or the Cloud Service. The information will be delivered by email if the modification is not solely an enhancement. Modifications may include optional new features for the Cloud Service, which Customer may use subject to the then-current Supplement and Documentation.

(b) If Customer establishes that a modification is not solely an enhancement and materially reduces the Cloud Service, Customer may terminate its subscriptions to the affected Cloud Service by providing written notice to Qualtrics within thirty days after receipt of Qualtrics' informational notice.

3.5 Analyses.

Qualtrics or Qualtrics' Affiliates may create analyses utilizing, in part, Customer Data and information derived from Customer's use of the Cloud Service and Consulting Services, as set forth below ("**Analyses**"). Analyses will anonymize and aggregate information and will be treated as Cloud Materials.

Unless otherwise agreed, personal data contained in Customer Data is only used to provide the Cloud Service and Consulting Services. Analyses may be used for the following purposes:

a) product improvement (in particular, product features and functionality, workflows and user interfaces) and development of new Qualtrics products and services,
b) improving resource allocation and support,
c) internal demand planning,
d) training and developing machine learning algorithms,
e) improving product performance,
f) verification of security and data integrity
g) identification of industry trends and developments, creation of indices and anonymous benchmarking

4. CUSTOMER AND PERSONAL DATA

4.1 Customer Data.

Customer is responsible for the Customer Data and entering it into the Cloud Service. Customer grants to Qualtrics (including Qualtrics' Affiliates and subcontractors) a nonexclusive right to process Customer Data solely to provide and support the Cloud Service.

4.2 Personal Data.

Customer will collect and maintain all personal data contained in the Customer Data in compliance with applicable data privacy and protection laws.

4.3 Security.

Customer will maintain reasonable security standards for its Authorized Users' use of the Cloud Service. Customer will not conduct or authorize penetration tests of the Cloud Service without advance approval from Qualtrics.

4.4 Access to Customer Data.

(a) During the Subscription Term, Customer can access its Customer Data at any time. Customer may export and retrieve its Customer Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Qualtrics and Customer will find a reasonable method to allow Customer access to Customer Data.

(b) Before the Subscription Term expires, if available, Customer may use Qualtrics' self-service export tools (as available) to perform a final export of Customer Data from the Cloud Service. Alternatively, Customer may request data export through support ticket.

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(c) At the end of the Agreement, Qualtrics will delete the Customer Data remaining on servers hosting the Cloud Service unless applicable law requires retention. Retained data is subject to the confidentiality provisions of the Agreement.

(d) In the event of third party legal proceedings relating to the Customer Data, Qualtrics will cooperate with Customer and comply with applicable law (both at Customer's expense) with respect to handling of the Customer Data.

5. FEES AND TAXES

5.1 Fees and Payment.

Customer will pay fees as stated in the Order Form. After prior written notice, Qualtrics may suspend Customer's use of the Cloud Service until payment is made. Customer cannot withhold, reduce or set-off fees owed nor reduce Usage Metrics during the Subscription Term. All Order Forms are non-cancellable and fees non-refundable. Customer shall pay all fees associated with any services purchased in an Order Form within Net 45 days of invoice.

5.2 Taxes.

Fees and other charges imposed under an Order Form will not include taxes, all of which will be for Customer's account. Customer is responsible for all taxes, other than Qualtrics' income and payroll taxes. Notwithstanding the foregoing, Customer will not be responsible for taxes from which they are exempt on the condition that Customer must provide to Qualtrics any direct pay permits or valid tax-exempt certificates prior to signing an Order Form. If Qualtrics is required to pay taxes (other than its income and payroll taxes), Customer will reimburse Qualtrics for those amounts and indemnify Qualtrics for any taxes and related costs paid or payable by Qualtrics attributable to those taxes.

6. TERM AND TERMINATION

6.1 Term.

The Subscription Term is as stated in the Order Form.

6.2 Termination.

6.2.1 A party may terminate the Agreement:

,

(a) upon thirty days written notice of the other party's material breach unless the breach is cured during that thirty day period,

(b) as permitted under Sections 3.4(b), 7.3(b), 7.4(c), or 8.1(c) (with termination effective thirty days after receipt of notice in each of these cases), or

(c) immediately if the other party files for bankruptcy, becomes insolvent, or makes an assignment for the benefit of creditors, or otherwise materially breaches Sections 11 or 12.6.

6.2.2 Customer's payment obligation for each contract year of the Agreement is conditioned upon the availability and appropriation of funds, subject to this Section 6. If funds are not appropriated to support continuation of performance in a subsequent fiscal year period, Customer shall have the right to terminate the Agreement at the end of the then-current contract year with prior written notice to Qualtrics at least 30 days prior to the start of the next contract year (a "Non-Appropriation Termination"). In the event of a Non-Appropriation Termination, Customer will not be entitled to any refund of any prepaid fees and shall be responsible for payment of amounts incurred up to the date of such termination**.**

6.3 Refund and Payments.

For termination by Customer or an 8.1(c) termination, Customer will be entitled to:

(a) a pro-rata refund in the amount of the unused portion of prepaid fees for the terminated subscription calculated as of the effective date of termination, and

a release from the obligation to pay fees due for periods after the effective date of termination.

6.4 Effect of Expiration or Termination

Upon the effective date of expiration or termination of the Agreement:

(a) Customer's right to use the Cloud Service and all Qualtrics Confidential Information will end,

(b) Confidential Information of the disclosing party will be returned or destroyed as required by the Agreement, and

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(c) termination or expiration of the Agreement does not affect other agreements between the parties.

6.5 Survival.

Sections 1, 5, 6.3, 6.4, 6.5, 8, 9, 10, 11, and 12 will survive the expiration or termination of the Agreement.

7. WARRANTIES

7.1 Compliance with Law.

7.1.1 Qualtrics warrants to Customer that:

(a) It will perform all services in a professional and competent manner using properly qualified and trained personnel;

(b) It shall use commercially reasonable efforts to ensure the Cloud Service, and any component thereof, will materially conform to Qualtrics' Documentation for a period of twelve (12) months from delivery.

(c) It will implement appropriate technical and organizational security measures designed to protect Customer Data against theft, unauthorlized access, copying, and distribution;

(d) It has not been sanctioned, excluded or debarred under Medicare, Medicaid, or any other state or fderal program. Qualtrics agrees to report immediately, with relevant factual detail, to Customer any sanction, exclusion or debarment of Qualtrics or of any of its owners, officers, directors, employees, or agents under Medicare, Medicaid, or any other state or federal program.

7.1.2 Each party warrants its current and continuing compliance with all laws and regulations applicable to it in connection with:

(a) in the case of Qualtrics, the operation of Qualtrics' business as it relates to the Cloud Service, and

(b) in the case of Customer, the Customer Data and Customer's use of the Cloud Service.

7.2 Good Industry Practices.

Qualtrics warrants that it will provide the Cloud Service:

(a) in substantial conformance with the Documentation; and

(b) with the degree of skill and care reasonably expected from a skilled and experienced global supplier of services substantially similar to the nature and complexity of the Cloud Service.

7.3 Remedy.

Customer's sole and exclusive remedies and Qualtrics' entire liability for breach of the warranty under Section 7.2 will be:

(a) the re-performance of the deficient Cloud Service, and

(b) if Qualtrics fails to re-perform, Customer may terminate its subscription for the affected Cloud Service. Any termination must occur within three months of Qualtrics' failure to re-perform.

7.4 System Availability.

(a) Qualtrics warrants to maintain an average monthly system availability for the production system of the Cloud Service as defined in the applicable service level agreement or Supplement ("SLA").

(b) Customer's sole and exclusive remedy for Qualtrics' breach of the SLA is the issuance of a credit in the amount described in the SLA. Customer will follow Qualtrics' posted credit claim procedure. When the validity of the service credit is confirmed by Qualtrics in writing (email permitted), Customer may apply the credit to a future invoice for the Cloud Service or request a refund for the amount of the credit if no future invoice is due.

(c) In the event Qualtrics fails to meet the SLA (i) for four consecutive months, or (ii) for five or more months during any twelve months period, or (iii) at a system availability level of at least 95% for one calendar month, Customer may terminate its subscriptions for the affected Cloud Service by providing Qualtrics with written notice within thirty days after the failure.

7.5 Warranty Exclusions.

The warranties in Sections 7.2 and 7.4 will not apply if:

(a) the Cloud Service is not used in accordance with the Agreement or Documentation,

(b) any non-conformity is caused by Customer, or by any product or service not provided by Qualtrics, or

(c) the Cloud Service was provided for no fee.

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7.6 Disclaimer.

Except as expressly provided in the Agreement, each party expressly disclaims all other representation or warranties, express or implied, statutory or otherwise, regarding any matter, including the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration with any products or services provided under the Agreement, or that the operation of any products or services will be secure, uninterrupted or error free. Customer agrees that it is not relying on delivery of future functionality, public comments or advertising of Qualtrics or product roadmaps in obtaining subscriptions for any Cloud Service.

8. THIRD PARTY CLAIMS

8.1 Claims Brought Against Customer.

(a) Qualtrics will defend Customer against claims brought against Customer and its Affiliates by any third party alleging that Customer's and its Affiliates' use of the Cloud Service infringes or misappropriates a patent claim, copyright, or trade secret right. Qualtrics will indemnify Customer against all damages finally awarded against Customer (or the amount of any settlement Qualtrics enters into) with respect to these claims.

(b) Qualtrics' obligations under Section 8.1 will not apply if the claim results from (i) Customer's breach of Section 2, (ii) use of the Cloud Service in conjunction with any product or service not provided by Qualtrics, or (iii) use of the Cloud Service provided for no fee.

(c) In the event a claim is made or likely to be made, Qualtrics may (i) procure for Customer the right to continue using the Cloud Service under the terms of the Agreement, or (ii) replace or modify the Cloud Service to be non-infringing without a material decrease in functionality. If these options are not reasonably available, Qualtrics or Customer may terminate Customer's subscription to the affected Cloud Service upon written notice to the other.

8.2 Claims Brought Against Qualtrics.

Customer will defend Qualtrics against claims brought against Qualtrics and its Affiliates and subcontractors by any third party related to Customer Data.

Customer will indemnify Qualtrics against all damages finally awarded against Qualtrics and its Affiliates and subcontractors (or the amount of any settlement Customer enters into) with respect to these claims.

Notwithstanding the foregoing, Customer shall only be obligated to defend and indemnify Qualtrics to the extent not prohibited by applicable law.

8.3 Third Party Claim Procedure.

(a) The party against whom a third party claim is brought will timely notify the other party in writing of any claim, reasonably cooperate in the defense and may appear (at its own expense) through counsel reasonably acceptable to the party providing the defense.

(b) To the extent not prohibited by law, the party that is obligated to defend a claim will have the right to fully control the defense.

(c) Any settlement of a claim shall require mutual approval of the parties and will not include a financial or specific performance obligation on, or admission of liability by, the party against whom the claim is brought.

8.4 Exclusive Remedy.

The provisions of Section 8 state the sole, exclusive, and entire liability of the parties, their Affiliates, Business Partners and subcontractors to the other party, and is the other party's sole remedy, with respect to covered third party claims and to the infringement or misappropriation of third party intellectual property rights.

9. LIMITATION OF LIABILITY

9.1 Unlimited Liability.

To the extent not prohibited by applicable law, neither party will exclude or limit its liability for damages resulting from:

(a) the parties' obligations under Section 8.1(a) and 8.2,

(b) unauthorized use or disclosure of Confidential Information,

(c) either party's breach of its data protection and security obligations that result in an unauthorized use or disclosure of personal data,

(d) death or bodily injury arising from either party's gross negligence or willful misconduct,

(e) any failure by Customer to pay any fees due under the Agreement, or

(f) claims brought against Qualtrics and its Affiliates and subcontractors by any third party related to Customer data.

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9.2 Liability Cap.

Subject to Sections 9.1 and 9.3, and to the extent not prohibited by applicable law, the maximum aggregate liability of either party (or its respective Affiliates or Qualtrics' subcontractors) to the other or any other person or entity for all events (or series of connected events) arising in any twelve month period will not exceed the annual subscription fees paid for the applicable Cloud Service directly causing the damage for that twelve month period. Any "twelve month period" commences on the Subscription Term start date or any of its yearly anniversaries.

9.3 Exclusion of Damages.

Subject to Section 9.1, and to the extent not prohibited by applicable law:

(a) neither party (nor its respective Affiliates or Qualtrics' subcontractors) will be liable to the other party for any special, incidental, consequential, or indirect damages, loss of good will or business profits, work stoppage or for exemplary or punitive damages, and

(b) Qualtrics will not be liable for any damages caused by any Cloud Service provided for no fee.

9.4 Risk Allocation.

The Agreement allocates the risks between Qualtrics and Customer. The fees for the Cloud Service and Consulting Services reflect this allocation of risk and limitations of liability.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 QUALTRICS Ownership.

Qualtrics, Qualtrics' Affiliates or licensors own all intellectual property rights in and related to the Cloud Service, Cloud Materials, Documentation, Consulting Services, design contributions, related knowledge or processes, and any derivative works of them. All rights not expressly granted to Customer are reserved to Qualtrics and its licensors.

10.2 Customer Ownership.

Customer retains all rights in and related to the Customer Data. Qualtrics may use Customer-provided trademarks solely to provide and support the Cloud Service.

10.3 Non-Assertion of Rights.

Customer covenants, on behalf of itself and its successors and assigns, not to assert against Qualtrics and its Affiliates or licensors, any rights, or any claims of any rights, in any Cloud Service, Cloud Materials, Documentation, or Consulting Services.

11. CONFIDENTIALITY

11.1 Use of Confidential Information.

(a) The receiving party will protect all Confidential Information of the disclosing party as strictly confidential to the same extent it protects its own Confidential Information, and not less than a reasonable standard of care. Receiving party will not disclose any Confidential Information of the disclosing party to any person other than its personnel, representatives or Authorized Users whose access is necessary to enable it to exercise its rights or perform its obligations under the Agreement and who are under obligations of confidentiality substantially similar to those in Section 11.. This Agreement and amendments thereto are public records subject to the California Public Records Act. .

(b) Confidential Information of either party disclosed prior to execution of the Agreement will be subject to Section 11.

(c) In the event of legal proceedings relating to the Confidential Information, the receiving party will cooperate with the disclosing party and comply with applicable law (all at disclosing party's expense) with respect to handling of the Confidential Information.

11.2 Exceptions.

The restrictions on use or disclosure of Confidential Information will not apply to any Confidential Information that:

(a) is independently developed by the receiving party without reference to the disclosing party's Confidential Information,

(b) is generally available to the public without breach of the Agreement by the receiving party,

(c) at the time of disclosure, was known to the receiving party free of confidentiality restrictions,

(d) the disclosing party agrees in writing is free of confidentiality restrictions, or

(e) is subject to disclosure pursuant to the California Public Records Act.

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11.3 Publicity.

Neither party will use the name of the other party in publicity activities without the prior written consent of the other, except that Customer agrees that Qualtrics may use Customer's name in customer listings or quarterly calls with its investors or, at times mutually agreeable to the parties, as part of Qualtrics' marketing efforts (including reference calls and stories, press testimonials, site visits, SAPPHIRE participation

12. INSURANCE.

During the term of the Agreement, Qualtrics, using commercially reasonable efforts, shall maintain the following insurance policies with insurer(s) having an AM Best Rating of A- or better: (a) commercial general liability with a limit of $1,000,000 per occurrence and in general aggregate; (b) commercial automobile liability with a combined single limit of $1,000,000 per occurrence; (c) workers' compensation in compliance with California statutory requirements; (d) employer's liability with limits of $1,000,000 each accident, $1,000,000 by disease each employee and $1,000,000 by disease policy limit; (e) excess\umbrella liability with a limit of $5,000,000 per occurrence and in the aggregate with respect to coverage required in (a) and (b); and (f) technology professional liability with a limit of $5,000,000 per claim and in the aggregate. Following execution of the Agreement and upon request of Customer, Qualtrics shall deliver or make available for download a blanket certificate of insurance evidencing existence of the required coverage . Qualtrics, its insurer(s) or broker(s) shall endeavor to provide Customer thirty (30) days advance written notice in event of cancellation of policies required herein. None of the requirements contained herein as to types or limits or Customer’s approval of insurance coverage to be maintained by Qualtrics are intended to, and shall not in any manner, limit, qualify or quantify the liabilities and obligations assumed by Qualtrics under the Agreement

13. MISCELLANEOUS

13.1 Severability.

If any provision of the Agreement is held to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions of the Agreement.

13.2 No Waiver.

A waiver of any breach of the Agreement is not deemed a waiver of any other breach.

13.3 Electronic Signature.

Electronic signatures that comply with applicable law are deemed original signatures.

13.4 Regulatory Matters.

Qualtrics Confidential Information is subject to export control laws of various countries, including the laws of the United States. Customer will not submit Qualtrics Confidential Information to any government agency for licensing consideration or other regulatory approval, and will not export Qualtrics Confidential Information to countries, persons or entities if prohibited by export laws.

13.5 Notices.

All notices will be in writing and given when delivered to the address set forth in an Order Form with copy to the legal department Notices by Qualtrics relating to the operation or support of the Cloud Service and those under Sections 3.4 and 5.1 may be in the form of an electronic notice to identified in the Order Form.

13.6 Assignment.

13.7 Neither party may assign this Agreement or any Order Form, by operation of law or otherwise, without the prior written consent (not to be unreasonably withheld or delayed) of the other party.. Qualtrics may not assign the Agreement to Qualtrics Affiliates, without Customer’s written consent, which shall not be withheld or delayed unreasonably.Subcontracting.

Qualtrics may subcontract parts of the Cloud Service or Consulting Services to third parties,. Notwithstanding any such subcontract, Qualtrics shall continue to be liable for the performance of all requirements of this Agreement. Qualtrics is responsible for breaches of the Agreement caused by its subcontractors.

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13.8 Relationship of the Parties.

The parties are independent contractors, and no partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties is created by the Agreement.

13.9 Force Majeure.

Any delay in performance (other than for the payment of amounts due) caused by conditions beyond the reasonable control of the performing party is not a breach of the Agreement. The time for performance will be extended for a period equal to the duration of the conditions preventing performance.

13.10 Governing Law.

The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (where enacted) will not apply to the Agreement.

13.11 Entire Agreement.

The Agreement constitutes the complete and exclusive statement of the agreement between Qualtrics and Customer in connection with the parties' business relationship related to the subject matter of the Agreement. All previous representations, discussions, and writings (including any confidentiality agreements) are merged in and superseded by the Agreement and the parties disclaim any reliance on them. The Agreement may be modified solely in writing signed by both parties, except as permitted under Section 3.4. An Agreement will prevail over terms and conditions of any Customer-issued purchase order, which will have no force and effect, even if Qualtrics accepts or does not otherwise reject the purchase order.

13.12 Data Processing Agreement.

Where Customer is processing personal data using the Services, the DPA shall govern the processing of such personal data.

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Glossary

1.1 **"Affiliate"** of a party means any legal entity in which a party, directly or indirectly, holds more than fifty percent (50%) of the entity's shares or voting rights. Any legal entity will be considered an Affiliate as long as that interest is maintained.

1.2 **"Agreement"** means an Order Form and documents incorporated into an Order Form.

1.3 **"Authorized User"** means any individual to whom Customer grants access authorization to use the Cloud Service that is an employee, agent, contractor or representative of

(a) Customer,

(b) Customer's Affiliates, and/or

(c) Customer's and Customer's Affiliates' Business Partners.

1.4 **"Business Partner"** means a legal entity that requires use of a Cloud Service in connection with Customer's and its Affiliates' internal business operations. These may include customers, distributors, service providers and/or suppliers of Customer.

1.5 **"Cloud Service"** means any distinct, subscription-based, hosted, supported and operated on- demand solution provided by Qualtrics under an Order Form.

1.6 **"Cloud Materials"** mean any materials provided or developed by Qualtrics (independently or with Customer's cooperation) in the course of performance under the Agreement, including in the delivery of any support or Consulting Services to Customer. Cloud Materials do not include the Customer Data, Customer Confidential Information or the Cloud Service.

1.7 "**Confidential Information**" means

(a) with respect to Customer: (i) the Customer Data, (ii) Customer marketing and business requirements, (iii) Customer implementation plans, and/or (iv) Customer financial information, and

(b) with respect to Qualtrics: (i) the Cloud Service, Documentation, Cloud Materials and analyses under Section 3.5, and (ii) information regarding Qualtrics research and development, product offerings, pricing and availability.

(c) Confidential Information of either Qualtrics or Customer also includes information which the disclosing party protects against unrestricted disclosure to others that (i) the disclosing party or its representatives designates as confidential at the time of disclosure, or (ii) should reasonably be understood to be confidential given the nature of the information and the circumstances surrounding its disclosure.

1.8 **"Consulting Services"** means professional services, such as implementation, configuration, custom development and training, performed by Qualtrics' employees or subcontractors as described in any Order Form and which are governed by the Supplement for Consulting Services or similar agreement.

1.9 **"Customer Data"** means any content, materials, data and information that Authorized Users enter into the production system of a Cloud Service or that Customer derives from its use of and stores in the Cloud Service (e.g. Customer-specific reports). Customer Data and its derivatives will not include Qualtrics' Confidential Information.

1.10 **"Documentation"** means Qualtrics' then-current technical and functional documentation as well as any roles and responsibilities descriptions, if applicable, for the Cloud Service which is made available to Customer with the Cloud Service.

1.11 **"Order Form"** means the ordering document for a Cloud Service that references the GTC.

1.12 **"Qualtrics Policies"** means the operational guidelines and policies applied by Qualtrics to provide and support the Cloud Service as incorporated in an Order Form.

1.13 **"Subscription Term"** means the term of a Cloud Service subscription identified in the applicable Order Form, including all renewals.

1.14 **"Supplement"** means as applicable, the supplemental terms and conditions that apply to the Cloud Service and that are incorporated in an Order Form.

1.15 **"Usage Metric"** means the standard of measurement for determining the permitted use and calculating the fees due for a Cloud Service as set forth in an Order Form.

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THE PARTIES ENTER INTO THIS AGREEMENT AS OF THE LAST SIGNATURE DATE BELOW. THE EFFECTIVE DATE OF THE GTC IS SEPTEMBER 1, 2022

CUSTOMER: COUNT OF MONTEREY	**QUALTRICS, LLC**
By: DocuSigned by: C7A30BA59CA8423...	**By:**
Name: Elsa Jimenez	**Name:** Mark Creer
Title: Director of Health	**Title:** Director
Date: 9/6/2022 | 9:59 AM PDT	**Date:** 08 September 2022

DocuSigned by:
Approved as to Form:
Stacy Saetta
C0ECE1B99F444A9...
Stacy Saetta
Chief Deputy County Counsel
Dated: 8/22/2022 | 1:38 PM PDT

DocuSigned by:
Approved as to Fiscal Provisions:
Gary Giboney
D3834BFEC1D8449...
Gary Giboney
Chief Deputy Auditor Controller
Dated: 8/22/2022 | 1:42 PM PDT

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Exhibit A
Data Processing Agreement

PERSONAL DATA PROCESSING AGREEMENT FOR QUALTRICS CLOUD SERVICES

This Data Processing Addendum ("DPA") is entered into

BETWEEN

(1) Customer; and

(2) Qualtrics.

1. DEFINITIONS

1.1. **"Controller"** means the natural or legal person, public authority, agency or other body which, alone or jointly with others, determines the purposes and means of the processing of Personal Data; for the purposes of this DPA, where Customer acts as processor for another controller, it shall in relation to Qualtrics be deemed as additional and independent Controller with the respective controller rights and obligations under this DPA.

1.2. **"Data Protection Law"** means the applicable legislation protecting the fundamental rights and freedoms of persons and their right to privacy with regard to the processing of Personal Data under the Agreement.

1.3. **"Data Subject"** means an identified or identifiable natural person as defined by Data Protection Law.

1.4. **"EEA"** means the European Economic Area, namely the European Union Member States along with Iceland, Liechtenstein and Norway.

1.5. **"GDPR"** means the General Data Protection Regulation 2016/679.

1.6. **"New SCC Relevant Transfer"** means a transfer (or an onward transfer) to a Third Country of Personal Data that is either subject to GDPR or to applicable Data Protection Law and where any required adequacy means under GDPR or applicable Data Protection Law can be met by entering into the New Standard Contractual Clauses.

1.7. **"New Standard Contractual Clauses"** means the unchanged standard contractual clauses, published by the European Commission, reference 2021/914 or any subsequent final version thereof which shall automatically apply. To avoid doubt Modules 2 and 3 shall apply as set out in Section 8.

1.8. **"Personal Data"** means any information relating to a Data Subject which is protected under Data Protection Law. For the purposes of the DPA, it includes only personal data which is:

a) entered by Customer or its Authorized Users into or derived from their use of the Cloud Service; or

b) supplied to or accessed by Qualtrics or its Subprocessors in order to provide support under the Agreement. Personal Data is a sub-set of Customer Data (as defined under the Agreement).

1.9. **"Personal Data Breach"** means a confirmed:

a) accidental or unlawful destruction, loss, alteration, unauthorized disclosure of or unauthorized third-party access to Personal Data; or

b) similar incident involving Personal Data, in each case for which a Controller is required under Data Protection Law to provide notice to competent data protection authorities or Data Subjects.

1.10. **"Processor"** means a natural or legal person, public authority, agency or other body which processes personal data on behalf of the controller, be it directly as processor of a controller or indirectly as subprocessor of a processor which processes personal data on behalf of the controller.

1.11. **"SAP"** means SAP SE, Qualtrics parent company.

1.12. **"Schedule"** means the numbered Appendix with respect to the Standard Contractual Clauses (2010) and the numbered Annex with respect to the New Standard Contractual Clauses.

1.13. **"Standard Contractual Clauses (2010)"** means the Standard Contractual Clauses (processors) published by the European Commission, reference 2010/87/EU.

1.14. **"Subprocessor"** or **"sub-processor"** means Qualtrics Affiliates, SAP, SAP Affiliates and third parties engaged by Qualtrics, Qualtrics' Affiliates in connection with the Cloud Service and which process Personal Data in accordance with this DPA.

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1.15. **"Technical and Organizational Measures"** means the technical and organizational measures for the relevant Cloud Service set out in Schedule 2.
1.16. **"Third Country"** means any country, organization or territory not acknowledged by the European Union under Article 45 of GDPR as a safe country with an adequate level of data protection.

2. BACKGROUND

2.1. Purpose and Application

2.1.1. This document ("DPA") is incorporated into the Agreement and forms part of a written (including in electronic form) contract between Qualtrics and Customer.
2.1.2. This DPA applies to Personal Data processed by Qualtrics and its Subprocessors in connection with its provision of the Cloud Service.
2.1.3. This DPA does not apply to non-production environments of the Cloud Service if such environments are made available by Qualtrics. Customer shall not store Personal Data in such environments.

2.2. Structure

Schedules 1 and 2 are incorporated into and form part of this DPA. They set out the agreed subject-matter, the nature and purpose of the processing, the type of Personal Data, categories of data subjects (Schedule 1) and the applicable Technical and Organizational Measures (Schedule 2).

2.3. Governance

2.3.1. Qualtrics acts as a Processor and Customer and those entities that it permits to use the Cloud Service act as Controllers under the DPA.
2.3.2. Customer acts as a single point of contact and shall obtain any relevant authorizations, consents and permissions for the processing of Personal Data in accordance with this DPA, including, where applicable approval by Controllers to use Qualtrics as a Processor. Where authorizations, consent, instructions or permissions are provided by Customer these are provided not only on behalf of the Customer but also on behalf of any other Controller using the Cloud Service. Where Qualtrics informs or gives notice to Customer, such information or notice is deemed received by those Controllers permitted by Customer to use the Cloud Service. Customer shall forward such information and notices to the relevant Controllers.

3. SECURITY OF PROCESSING

3.1. Applicability of the Technical and Organizational Measures

Qualtrics has implemented and will apply the Technical and Organizational Measures. Customer has reviewed such measures and agrees that as to the Cloud Service selected by Customer in the Order Form the measures are appropriate taking into account the state of the art, the costs of implementation, nature, scope, context and purposes of the processing of Personal Data.

3.2. Changes

3.2.1. Qualtrics applies the Technical and Organizational Measures to Qualtrics' entire customer base hosted out of the same data center or receiving the same Cloud Service. Qualtrics may change the Technical and Organizational Measures at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.
3.2.2. Qualtrics will publish updated versions of the Technical and Organizational Measures at www.qualtrics.com/terms-of-service.

4. QUALTRICS OBLIGATIONS

4.1. Instructions from Customer

Qualtrics will process Personal Data only in accordance with documented instructions from Customer. The Agreement (including this DPA) constitutes such documented initial instructions and each use of the Cloud Service then constitutes further instructions. Qualtrics will use reasonable efforts to follow any other Customer instructions, as long as they are required by Data Protection Law, technically feasible and do not require changes to the Cloud Service. If any of the before-mentioned exceptions apply, or Qualtrics otherwise cannot comply with an instruction or is of the opinion that an instruction infringes Data Protection Law, Qualtrics will immediately notify Customer (email permitted).

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4.2. Processing on Legal Requirement

Qualtrics may also process Personal Data where required to do so by applicable law. In such a case, Qualtrics shall inform Customer of that legal requirement before processing unless that law prohibits such information on important grounds of public interest.

4.3. Personnel

To process Personal Data, Qualtrics and its Subprocessors shall only grant access to authorized personnel who have committed themselves to confidentiality. Qualtrics and its Subprocessors will regularly train personnel having access to Personal Data in applicable data security and data privacy measures.

4.4. Cooperation

4.4.1. At Customer's request, Qualtrics will reasonably cooperate with Customer and Controllers in dealing with requests from Data Subjects or regulatory authorities regarding Qualtrics' processing of Personal Data or any Personal Data Breach.

4.4.2. If Qualtrics receives a request from a Data Subject in relation to the Personal Data processing hereunder, Qualtrics will promptly notify Customer (where the Data Subject has provided information to identify the Customer) via e-mail and shall not respond to such request itself but instead ask the Data Subject to redirect its request to Customer.

4.4.3. In the event of a dispute with a Data Subject as it relates to Qualtrics' processing of Personal Data under this DPA, the Parties shall keep each other informed and, where appropriate, reasonably co-operate with the aim of resolving the dispute amicably with the Data Subject.

4.4.4. Qualtrics shall provide functionality for production systems that supports Customer's ability to correct, delete or anonymize Personal Data from a Cloud Service, or restrict its processing in line with Data Protection Law. Where such functionality is not provided, Qualtrics will correct, delete or anonymize any Personal Data, or restrict its processing, in accordance with the Customer's instruction and Data Protection Law.

4.5. Personal Data Breach Notification

Qualtrics will notify Customer without undue delay after becoming aware of any Personal Data Breach and provide reasonable information in its possession to assist Customer to meet Customer's obligations to report a Personal Data Breach as required under Data Protection Law. Qualtrics may provide such information in phases as it becomes available. Such notification shall not be interpreted or construed as an admission of fault or liability by Qualtrics.

4.6. Data Protection Impact Assessment

If, pursuant to Data Protection Law, Customer (or its Controllers) are required to perform a data protection impact assessment or prior consultation with a regulator, at Customer's request, Qualtrics will provide such documents as are generally available for the Cloud Service (for example, this DPA, the Agreement, audit reports and certifications). Any additional assistance shall be mutually agreed between the Parties.

5. DATA EXPORT AND DELETION

5.1. Export and Retrieval by Customer

During the Subscription Term and subject to the Agreement, Customer can access its Personal Data at any time. Customer may export and retrieve its Personal Data in a standard format. Export and retrieval may be subject to technical limitations, in which case Qualtrics and Customer will find a reasonable method to allow Customer access to Personal Data.

5.2. Deletion

Before the Subscription Term expires, Customer may use Qualtrics' self-service export tools (as available) to perform a final export of Personal Data from the Cloud Service (which shall constitute a "return" of Personal Data). At the end of the Subscription Term, Customer hereby instructs Qualtrics to delete the Personal Data remaining on servers hosting the Cloud Service within a reasonable time period in line with Data Protection Law (not to exceed 6 months) unless applicable law requires retention.

6. CERTIFICATIONS AND AUDITS

6.1. Customer Audit

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Customer or its independent third party auditor reasonably acceptable to Qualtrics (which shall not include any third party auditors who are either a competitor of Qualtrics or not suitably qualified or independent) may audit Qualtrics' control environment and security practices relevant to Personal Data processed by Qualtrics only if:

a) Qualtrics has not provided sufficient evidence of its compliance with the Technical and Organizational Measures that protect the production systems of the Cloud Service through providing either: (i) a certification as to compliance with ISO 27001 or other standards (scope as defined in the certificate); or (ii) a valid ISAE3402 or ISAE3000 or other SOC1-3 attestation report. Upon Customer's request audit reports or ISO certifications are available through the third party auditor or Qualtrics;
b) a Personal Data Breach has occurred;
c) an audit is formally requested by Customer's data protection authority; or
d) provided under mandatory Data Protection Law conferring Customer a direct audit right and provided that Customer shall only audit once in any 12 month period unless mandatory Data Protection Law requires more frequent audits.

6.2. Other Controller Audit

Any other Controller may assume Customer's rights under Section 6.1 only if it applies directly to the Controller and such audit is permitted and coordinated by Customer. Customer shall use all reasonable means to combine audits of multiple other Controllers to avoid multiple audits unless the audit must be undertaken by the other Controller itself under Data Protection Law. If several Controllers whose Personal Data is processed by Qualtrics on the basis of the Agreement require an audit, Customer shall use all reasonable means to combine the audits and to avoid multiple audits.

6.3. Scope of Audit

Customer shall provide at least 60 days advance notice of any audit unless mandatory Data Protection Law or a competent data protection authority requires shorter notice. The frequency and scope of any audits shall be mutually agreed between the parties acting reasonably and in good faith. Customer audits shall be limited in time to a maximum of 3 business days. Beyond such restrictions, the parties will use current certifications or other audit reports to avoid or minimize repetitive audits. Customer shall provide the results of any audit to Qualtrics.

6.4. Cost of Audits

Customer shall bear the costs of any audit unless such audit reveals a material breach by Qualtrics of this DPA, then Qualtrics shall bear its own expenses of an audit. If an audit determines that Qualtrics has breached its obligations under the DPA, Qualtrics will promptly remedy the breach at its own cost.

7. SUBPROCESSORS

7.1. Permitted Use

Qualtrics is granted a general authorization to subcontract the processing of Personal Data to Subprocessors, provided that:

a) Qualtrics or Qualtrics affiliates on its behalf shall engage Subprocessors under a written (including in electronic form) contract consistent with the terms of this DPA in relation to the Subprocessor's processing of Personal Data. Qualtrics shall be liable for any breaches by the Subprocessor in accordance with the terms of this Agreement;
b) Qualtrics will evaluate the security, privacy and confidentiality practices of a Subprocessor prior to selection to establish that it is capable of providing the level of protection of Personal Data required by this DPA; and
c) Qualtrics' list of Subprocessors in place on the effective date of the Agreement is published by Qualtrics at www.qualtrics.com/subprocessor-list or Qualtrics will make it available to Customer upon request, including the name, address and role of each Subprocessor Qualtrics uses to provide the Cloud Service.

7.2. New Subprocessors

Qualtrics' use of Subprocessors is at its discretion, provided that:

a) Qualtrics will inform Customer in advance (by email or by posting on the Cloud Service) of any intended additions or replacements to the list of Subprocessors including name, address and role of the new Subprocessor; and
b) Customer may object to such changes as set out in Section 7.3.

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7.3. Objections to New Subprocessors

7.3.1. If Customer has a legitimate reason under Data Protection Law to object to the new Subprocessors' processing of Personal Data, Customer may terminate the Agreement (limited to the Cloud Service for which the new Subprocessor is intended to be used) on written notice to Qualtrics. Such termination shall take effect at the time determined by the Customer which shall be no later than 30 days from the date of Qualtrics' notice to Customer informing Customer of the new Subprocessor. If Customer does not terminate within this 30 day period, Customer is deemed to have accepted the new Subprocessor.

7.3.2. Within the 30 day period from the date of Qualtrics' notice to Customer informing Customer of the new Subprocessor, Customer may request that the parties discuss in good faith a resolution to the objection. Such discussions shall not extend the period for termination and do not affect Qualtrics' right to use the new Subprocessor(s) after the 30 day period.

7.3.3. Any termination under this Section 7.3 shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

7.4. Emergency Replacement

Qualtrics may replace a Subprocessor without advance notice where the reason for the change is outside of Qualtrics' reasonable control and prompt replacement is required for security or other urgent reasons. In this case, Qualtrics will inform Customer of the replacement Subprocessor as soon as possible following its appointment. Section 7.2 applies accordingly.

8. INTERNATIONAL PROCESSING

8.1. Conditions for International Processing

Qualtrics shall be entitled to process Personal Data, including by using Subprocessors, in accordance with this DPA outside the country in which the Customer is located as permitted under Data Protection Law.

8.2. Applicability of the Standard Contractual Clauses (2010)

8.2.1. Where, for the period up to and including 26 September 2021, Personal Data of a Controller that is subject to GDPR is processed in a Third Country, or where Personal Data of a Swiss or United Kingdom based Controller or another Controller is processed in a Third Country and such international processing requires an adequacy means under the laws of the country of the Controller and the required adequacy means can be met by entering into Standard Contractual Clauses (2010), then:

a) Qualtrics and Customer enter into the Standard Contractual Clauses (2010);
b) Customer joins the Standard Contractual Clauses (2010) entered into by Qualtrics or Qualtrics SE and the Subprocessor as an independent owner of rights and obligations; or
c) Other Controllers whose use of the Cloud Services has been authorized by Customer under the Agreement may also enter into Standard Contractual Clauses (2010) with Qualtrics or the relevant Subprocessors in the same manner as Customer in accordance with Section 8.2.1 a) and b) above. In such case, Customer will enter into the Standard Contractual Clauses (2010) on behalf of the other Controllers.

8.2.2. The Standard Contractual Clauses (2010) shall be governed by the law of the country in which the relevant Controller is established.

8.2.3. Where applicable Data Protection Law adopts the New Standard Contractual Clauses as meeting any required adequacy means as an alternative or update to the Standard Contractual Clauses (2010) then the New Standard Contractual Clauses shall apply in accordance with Section 8.3.

8.3. Amending the Agreement for International Processing

The Standard Contractual Clauses and the New Standard Contractual Clauses have been removed from the Agreement. In the event Customer (i) chooses to collect Personal Data of an EEA or Swiss based Controller which is processed in a country outside the EEA, Switzerland and any country, organization or territory acknowledged by the European Union as a safe country with an adequate level of data protection under Art. 45 GDPR, or (ii) collects Personal Data of another Controller which is processed internationally and such international processing requires an adequacy means under the laws of the country of the Controller, Customer shall provide prior notification to Qualtrics and the parties shall amend the Agreement as necessary. Customer's failure to provide notification to Qualtrics in advance of collection of such personal data is a material breach and Qualtrics may choose to terminate the Agreemen

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9. DOCUMENTATION; RECORDS OF PROCESSING

9.1. Each party is responsible for its compliance with its documentation requirements, in particular maintaining records of processing where required under Data Protection Law. Each party shall reasonably assist the other party in its documentation requirements, including providing the information the other party needs from it in a manner reasonably requested by the other party (such as using an electronic system), in order to enable the other party to comply with any obligations relating to maintaining records of processing.

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Schedule 1 Description of the Processing

This Schedule 1 applies to describe the Processing of Personal Data for the purposes of applicable Data Protection Law.

1. A. LIST OF PARTIES

1.1. Data Exporter

The data exporter is the Customer who subscribed to a Cloud Service that allows Authorized Users to enter, amend, use, delete or otherwise process Personal Data. Where the Customer allows other Controllers to also use the Cloud Service, these other Controllers are also data exporters.

1.2. Data Importer

Qualtrics and its Subprocessors that provide and support the Cloud Service are data importers.

2. B. DESCRIPTION OF TRANSFER

2.1. Data Subjects

Unless provided otherwise by the data exporter, transferred Personal Data relates to the following categories of Data Subjects: employees, contractors, business partners or other individuals having Personal Data stored in the Cloud Service, transmitted to, made available to, accessed or otherwise processed by the data importer.

2.2. Data Categories

The transferred Personal Data concerns the following categories of data:
Customer determines the categories of data per Cloud Service subscribed. Customer can configure the data fields during implementation of the Cloud Service or as otherwise provided by the Cloud Service. The transferred Personal Data typically relates to the following categories of data: name, phone numbers, e-mail address, address data, system access / usage / authorization data, company name, contract data, invoice data, plus any application-specific data that Authorized Users enter into the Cloud Service.

2.3. Special Data Categories (if agreed)

2.3.1. The transferred Personal Data may comprise special categories of personal data set out in the Agreement ("Sensitive Data"). Qualtrics has taken Technical and Organizational Measures as set out in Schedule 2 to ensure a level of security appropriate to protect also Sensitive Data.

2.3.2. The transfer of Sensitive Data may trigger the application of the following additional restrictions or safeguards if necessary to take into consideration the nature of the data and the risk of varying likelihood and severity for the rights and freedoms of natural persons (if applicable):

a) training of personnel;
b) encryption of data in transit and at rest;
c) system access logging and general data access logging.

2.3.3. In addition, the Cloud Services provide measures for handling of Sensitive Data as described in the Documentation.

2.4. Purposes of the data transfer and further processing; Nature of the processing

2.4.1. The transferred Personal Data is subject to the following basic processing activities:

a) use of Personal Data to set up, operate, monitor and provide the Cloud Service (including operational and technical support);
b) continuous improvement of service features and functionalities provided as part of the Cloud Service including automation, transaction processing and machine learning;
c) provision of professional services;
d) communication to Authorized Users;
e) storage of Personal Data in dedicated data centers (multi-tenant architecture);
f) release, development and upload of any fixes or upgrades to the Cloud Service;
g) back up and restoration of Personal Data stored in the Cloud Service;
h) computer processing of Personal Data, including data transmission, data retrieval, data access;
i) network access to allow Personal Data transfer;

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j) monitoring, troubleshooting and administering the underlying Cloud Service infrastructure and database;
k) security monitoring, network-based intrusion detection support, penetration testing; and
l) execution of instructions of Customer in accordance with the Agreement.

2.4.2. The purpose of the transfer is to provide and support the Cloud Service. Qualtrics and its Subprocessors may support the Cloud Service data centers remotely. Qualtrics and its Subprocessors provide support when a Customer submits a support ticket as further set out in the Agreement.

2.5. Additional description:

2.5.1. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).
Transfers shall be made on a continuous basis.

2.5.2. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period.
Personal Data shall be retained for the duration of the Agreement and subject to Section 5.2 of the DPA.

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Schedule 2 Technical and Organizational Measures

This Schedule 2 applies to describe the applicable technical and organizational measures for the purposes of applicable Data Protection Law.

Qualtrics will apply and maintain the Technical and Organizational Measures.

1. TECHNICAL AND ORGANIZATIONAL MEASURES

The following sections define Qualtrics' current technical and organizational measures. Qualtrics may change these at any time without notice so long as it maintains a comparable or better level of security. Individual measures may be replaced by new measures that serve the same purpose without diminishing the security level protecting Personal Data.

1.1 Physical Access Control. Unauthorized persons are prevented from gaining physical access to premises, buildings or rooms where data processing systems that process and/or use Personal Data are located.

Measures:

- Qualtrics protects its assets and facilities using the appropriate means based on the Qualtrics Security Policy
- In general, buildings are secured through access control systems (e.g., smart card access system).
- As a minimum requirement, the outermost entrance points of the building must be fitted with a certified key system including modern, active key management.
- Depending on the security classification, buildings, individual areas and surrounding premises may be further protected by additional measures. These include specific access profiles, video surveillance, intruder alarm systems and biometric access control systems.
- Access rights are granted to authorized persons on an individual basis according to the System and Data Access Control measures (see Section 1.2 and 1.3 below). This also applies to visitor access. Guests and visitors to Qualtrics buildings must register their names at reception and must be accompanied by authorized Qualtrics personnel.
- Qualtrics employees and external personnel must wear their ID cards at all Qualtrics locations.

Additional measures for Data Centers:

- All Data Centers adhere to strict security procedures enforced by guards, surveillance cameras, motion detectors, access control mechanisms and other measures to prevent equipment and Data Center facilities from being compromised. Only authorized representatives have access to systems and infrastructure within the Data Center facilities. To protect proper functionality, physical security equipment (e.g., motion sensors, cameras, etc.) undergo maintenance on a regular basis.
- Qualtrics and all third-party Data Center providers log the names and times of authorized personnel entering Qualtrics' private areas within the Data Centers.

1.2 System Access Control. Data processing systems used to provide the Cloud Service must be prevented from being used without authorization.

Measures:

- Multiple authorization levels are used when granting access to sensitive systems, including those storing and processing Personal Data. Authorizations are managed via defined processes according to the Qualtrics Security Policy
- All personnel access Qualtrics' systems with a unique identifier (user ID).
- Qualtrics has procedures in place so that requested authorization changes are implemented only in accordance with the Qualtrics Security Policy (for example, no rights are granted without authorization). In case personnel leaves the company, their access rights are revoked.
- Qualtrics has established a password policy that prohibits the sharing of passwords, governs responses to password disclosure, and requires passwords to be changed on a regular basis and default

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passwords to be altered. Personalized user IDs are assigned for authentication. All passwords must fulfill defined minimum requirements and are stored in encrypted form. In the case of domain passwords, the system forces a password change every six months in compliance with the requirements for complex passwords. Each computer has a password-protected screensaver.

- The company network is protected from the public network by firewalls.
- Qualtrics uses up–to-date antivirus software at access points to the company network (for e-mail accounts), as well as on all file servers and all workstations.
- Security patch management is implemented to provide regular and periodic deployment of relevant
- security updates. Full remote access to Qualtrics' corporate network and critical infrastructure is protected by strong authentication.

1.3 Data Access Control. Persons entitled to use data processing systems gain access only to the Personal Data that they have a right to access, and Personal Data must not be read, copied, modified or removed without authorization in the course of processing, use and storage.

Measures:

- As part of the Qualtrics Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- Access to Personal Data is granted on a need-to-know basis. Personnel have access to the information that they require in order to fulfill their duty. Qualtrics uses authorization concepts that document grant processes and assigned roles per account (user ID). All Customer Data is protected in accordance with the Qualtrics Security Policy.
- All production servers are operated in the Data Centers or in secure server rooms. Security measures that protect applications processing Personal Data are regularly checked. To this end, Qualtrics conducts internal and external security checks and penetration tests on its IT systems.
- An Qualtrics security standard governs how data and data carriers are deleted or destroyed once they are no longer required.

1.4 Data Transmission Control. Except as necessary for the provision of the Cloud Services in accordance with the Agreement, Personal Data must not be read, copied, modified or removed without authorization during transfer. Where data carriers are physically transported, adequate measures are implemented at Qualtrics to provide the agreed-upon service levels (for example, encryption and lead-lined containers).

Measures:

- Personal Data in transfer over Qualtrics internal networks is protected according to Qualtrics Security Policy.
- When data is transferred between Qualtrics and its customers, the protection measures for the transferred Personal Data are mutually agreed upon and made part of the relevant agreement. This applies to both physical and network based data transfer. In any case, the Customer assumes responsibility for any data transfer once it is outside of Qualtrics-controlled systems (e.g. data being transmitted outside the firewall of the Qualtrics Data Center).

1.5 Data Input Control. It will be possible to retrospectively examine and establish whether and by whom Personal Data have been entered, modified or removed from Qualtrics data processing systems.

Measures:

- Qualtrics only allows authorized personnel to access Personal Data as required in the course of their duty.
- Qualtrics has implemented a logging system for input, modification and deletion, or blocking of Personal Data by Qualtrics or its subprocessors within the Cloud Service to the extent technically possible.

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1.6 Job Control. Personal Data being processed on commission (i.e., Personal Data processed on a customer's behalf) is processed solely in accordance with the Agreement and related instructions of the customer.

Measures:

- Qualtrics uses controls and processes to monitor compliance with contracts between Qualtrics and its customers, subprocessors or other service providers.
- As part of the Qualtrics Security Policy, Personal Data requires at least the same protection level as "confidential" information according to the Qualtrics Information Classification standard.
- All Qualtrics employees and contractual subprocessors or other service providers are contractually bound to respect the confidentiality of all sensitive information including trade secrets of Qualtrics customers and partners.

1.7 Availability Control. Personal Data will be protected against accidental or unauthorized destruction or loss.

Measures:

- Qualtrics employs regular backup processes to provide restoration of business-critical systems as and when necessary.
- Qualtrics uses uninterrupted power supplies (for example: UPS, batteries, generators, etc.) to protect power availability to the Data Centers.
- Qualtrics has defined business contingency plans for business-critical processes and may offer disaster recovery strategies for business critical Services as further set out in the Documentation or incorporated into the Order Form for the relevant Cloud Service.
- Emergency processes and systems are regularly tested.

1.8 Data Separation Control.

Measures:

- Qualtrics uses the technical capabilities of the deployed software (for example: multi- tenancy, system landscapes) to achieve data separation among Personal Data originating from multiple customers.
- Customer (including its Controllers) has access only to its own data.

1.9 Data Integrity Control. Personal Data will remain intact, complete and current during processing activities.

Measures:

Qualtrics has implemented a multi-layered defense strategy as a protection against unauthorized modifications. In particular, Qualtrics uses the following to implement the control and measure sections described above:

- Firewalls;
- Security Monitoring Center;
- Antivirus software;
- Backup and recovery;
- External and internal penetration testing;
- Regular external audits to prove security measures.

Introduced: 11/14/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

a. Approve a resolution amending Article XIII, Section III of the Monterey County Master Fee Resolution, effective January 1, 2026, authorizing a $1 increase in the Real Estate Fraud Prosecution Trust Fund Recording Fee from $9 to $10 per recorded document, on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply, to support the investigation and prosecution of real estate fraud by the District Attorney's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve a resolution amending Article XIII, Section III of the Monterey County Master Fee Resolution, effective January 1, 2026, authorizing a $1 increase in the Real Estate Fraud Prosecution Trust Fund Recording Fee from $9 to $10 per recorded document, on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply, to support the investigation and prosecution of real estate fraud by the District Attorney's Office.

SUMMARY:

The District Attorney's Office is requesting a $1 increase in the real estate fraud recording fee, from $9 to $10 per recorded document, pursuant to Government Code section 27388. This adjustment will help to secure needed funding for the dedicated resources that support the investigation and prosecution of real estate fraud, enabling the Office to address the complexity and volume of cases, protect vulnerable homeowners, and mitigate the broader economic and community impacts of fraudulent real estate activity.

DISCUSSION:

Effective January 1, 2013, Senate Bill 1342 amended Government Code section 27388 to authorize county boards of supervisors to impose an increased fee of up to $10 for recording certain real estate instruments. The purpose of this fee is to fund the Real Estate Fraud Prosecution Trust Fund ("Trust"), which may be used by the District Attorney's Office to deter, investigate, and prosecute real estate fraud. Monterey County established its current fee of $9 when the Board of Supervisors approved and adopted Resolution No. 13-0806 on August 5, 2013. Given the rising costs associated with enforcement, a $1 increase is now warranted to ensure adequate funding for the investigation and prosecution of real estate fraud cases.

Under the provisions of Government Code section 27388, 90 percent of the funds in the Trust Fund are distributed to the District Attorney's Office, after the County Recorder deducts a 10 percent administrative fee.

The Real Estate Fraud Program investigates and prosecutes cases involving forged deeds, foreclosure rescue scams, mortgage fraud, and rental scams. These crimes disproportionately affect vulnerable populations, including seniors, military service members, and agricultural workers, and often result in significant financial losses, loss of housing, and neighborhood blight. Between 2014 and the third quarter of 2025, the District Attorney's Office has investigated more than 300 real estate fraud cases, filed charges in 20 cases, and worked in collaboration with state and federal law enforcement agencies to pursue justice for victims.

Fraudulent property transactions can interfere with legitimate ownership records, increase transaction costs, and erode confidence in the real estate market. The Trust provides critical funding for the investigators and prosecutors who handle these complex and resource-intensive cases. Without sufficient funding, the District Attorney's Office must limit investigations, potentially leaving victims without recourse and allowing fraudulent activity to continue unchecked.

The proposed fee increase will maintain and strengthen the County's ability to combat real estate fraud through sustained enforcement, education, and collaboration with partner agencies. Additional details and supporting data are provided in Attachment A, "Memorandum Supporting Request to Collect Increased Fees for Real Estate Instruments Filed with County Recorder's Office."

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has approved the resolution as to legal form. The CAO Budget Office and the Assessor County Clerk Recorder have reviewed the resolution.

FINANCING:

The collection of fees authorized under this Resolution is anticipated to increase the revenue for the District Attorney and County Clerk-Recorder's Budgets, which are County General Fund budgets, but will still not reflect recovery of 100% of the costs associated with the related activities and reflect no more than the actual costs of the services provided. The recommended changes will result in less of a dependence on a General Fund subsidy and are being collected across the board from those who are actually receiving the services. By definition, these charges are not a 'tax' and are exempt from voter approval pursuant to Article XIII C section 1(e)(1)-(2) of the California Constitution (Prop. 26: charge imposed for specific benefit conferred/privilege/service or product provided or granted to the payor).

Under Government Code section 27388, 90 percent of the revenue collected from real estate recording fees is distributed to the District Attorney's Office through the Real Estate Fraud Prosecution Trust Fund, after the County Recorder deducts a 10 percent administrative fee.

Over the past several years, Trust revenues have varied. Last year, Trust revenues did not keep pace with expenditures required to sustain the Real Estate Fraud Program.

In fiscal year 2024-25, the District Attorney's Office incurred expenditures of $561,782 on real estate fraud cases, and only received fees of $252,939 along with $167,837 that remained in the Trust from the prior year. Thus, the County and District Attorney's Office incurred a deficit of $141,006 in prosecuting these cases. The District Attorney's Office anticipates similar expenditures in fiscal year 2025-26. Increasing the fees will help address that deficit. The result of this fee increase would be an annualized additional funding of approximately $27,000 to the District Attorney's Office to support the efforts of the Real Estate Fraud Unit.

The proposed $1 increase, from $9 to $10 per recorded document, will strengthen the District Attorney's ability to maintain dedicated staffing and resources for the Real Estate Fraud Program.

Additional revenue and expenditure data are provided in Attachment A.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Increasing Public Safety through more efficient utilization of resources.

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative

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

Prepared by: Emily Hickok, Chief Deputy District Attorney, Ext. 7710

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

a. Attachment A - Memorandum Supporting Request to Collect Increased Fees for Real Estate Instruments Filed with County Recorder's Office
b. Attachment B - Proposed Article XIII 2026 (clean version)
c. Attachment C - Proposed Article XIII 2026 (strike-through version)
d. Attachment D - Board Resolution

Introduced: 11/14/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

a. Approve a resolution amending Article XIII, Section III of the Monterey County Master Fee Resolution, effective January 1, 2026, authorizing a $1 increase in the Real Estate Fraud Prosecution Trust Fund Recording Fee from $9 to $10 per recorded document, on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply, to support the investigation and prosecution of real estate fraud by the District Attorney's Office.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Approve a resolution amending Article XIII, Section III of the Monterey County Master Fee Resolution, effective January 1, 2026, authorizing a $1 increase in the Real Estate Fraud Prosecution Trust Fund Recording Fee from $9 to $10 per recorded document, on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply, to support the investigation and prosecution of real estate fraud by the District Attorney's Office.

SUMMARY:

The District Attorney's Office is requesting a $1 increase in the real estate fraud recording fee, from $9 to $10 per recorded document, pursuant to Government Code section 27388. This adjustment will help to secure needed funding for the dedicated resources that support the investigation and prosecution of real estate fraud, enabling the Office to address the complexity and volume of cases, protect vulnerable homeowners, and mitigate the broader economic and community impacts of fraudulent real estate activity.

DISCUSSION:

Effective January 1, 2013, Senate Bill 1342 amended Government Code section 27388 to authorize county boards of supervisors to impose an increased fee of up to $10 for recording certain real estate instruments. The purpose of this fee is to fund the Real Estate Fraud Prosecution Trust Fund ("Trust"), which may be used by the District Attorney's Office to deter, investigate, and prosecute real estate fraud. Monterey County established its current fee of $9 when the Board of Supervisors approved and adopted Resolution No. 13-0806 on August 5, 2013. Given the rising costs associated with enforcement, a $1 increase is now warranted to ensure adequate funding for the investigation and prosecution of real estate fraud cases.

Under the provisions of Government Code section 27388, 90 percent of the funds in the Trust Fund are distributed to the District Attorney's Office, after the County Recorder deducts a 10 percent administrative fee.

The Real Estate Fraud Program investigates and prosecutes cases involving forged deeds, foreclosure rescue scams, mortgage fraud, and rental scams. These crimes disproportionately affect vulnerable populations, including seniors, military service members, and agricultural workers, and often result in significant financial losses, loss of housing, and neighborhood blight. Between 2014 and the third quarter of 2025, the District Attorney's Office has investigated more than 300 real estate fraud cases, filed charges in 20 cases, and worked in collaboration with state and federal law enforcement agencies to pursue justice for victims.

Fraudulent property transactions can interfere with legitimate ownership records, increase transaction costs, and erode confidence in the real estate market. The Trust provides critical funding for the investigators and prosecutors who handle these complex and resource-intensive cases. Without sufficient funding, the District Attorney's Office must limit investigations, potentially leaving victims without recourse and allowing fraudulent activity to continue unchecked.

The proposed fee increase will maintain and strengthen the County's ability to combat real estate fraud through sustained enforcement, education, and collaboration with partner agencies. Additional details and supporting data are provided in Attachment A, "Memorandum Supporting Request to Collect Increased Fees for Real Estate Instruments Filed with County Recorder's Office."

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has approved the resolution as to legal form. The CAO Budget Office and the Assessor County Clerk Recorder have reviewed the resolution.

FINANCING:

The collection of fees authorized under this Resolution is anticipated to increase the revenue for the District Attorney and County Clerk-Recorder's Budgets, which are County General Fund budgets, but will still not reflect recovery of 100% of the costs associated with the related activities and reflect no more than the actual costs of the services provided. The recommended changes will result in less of a dependence on a General Fund subsidy and are being collected across the board from those who are actually receiving the services. By definition, these charges are not a 'tax' and are exempt from voter approval pursuant to Article XIII C section 1(e)(1)-(2) of the California Constitution (Prop. 26: charge imposed for specific benefit conferred/privilege/service or product provided or granted to the payor).

Under Government Code section 27388, 90 percent of the revenue collected from real estate recording fees is distributed to the District Attorney's Office through the Real Estate Fraud Prosecution Trust Fund, after the County Recorder deducts a 10 percent administrative fee.

Over the past several years, Trust revenues have varied. Last year, Trust revenues did not keep pace with expenditures required to sustain the Real Estate Fraud Program.

In fiscal year 2024-25, the District Attorney's Office incurred expenditures of $561,782 on real estate fraud cases, and only received fees of $252,939 along with $167,837 that remained in the Trust from the prior year. Thus, the County and District Attorney's Office incurred a deficit of $141,006 in prosecuting these cases. The District Attorney's Office anticipates similar expenditures in fiscal year 2025-26. Increasing the fees will help address that deficit. The result of this fee increase would be an annualized additional funding of approximately $27,000 to the District Attorney's Office to support the efforts of the Real Estate Fraud Unit.

The proposed $1 increase, from $9 to $10 per recorded document, will strengthen the District Attorney's ability to maintain dedicated staffing and resources for the Real Estate Fraud Program.

Additional revenue and expenditure data are provided in Attachment A.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Increasing Public Safety through more efficient utilization of resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
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____ Administrative

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

Prepared by: Emily Hickok, Chief Deputy District Attorney, Ext. 7710

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

a. Attachment A - Memorandum Supporting Request to Collect Increased Fees for Real Estate Instruments Filed with County Recorder's Office
b. Attachment B - Proposed Article XIII 2026 (clean version)
c. Attachment C - Proposed Article XIII 2026 (strike-through version)
d. Attachment D - Board Resolution

ATTACHMENT A

MEMORANDUM SUPPORTING REQUEST TO

COLLECT INCREASED FEES FOR REAL ESTATE INSTRUMENTS

FILED WITH COUNTY RECORDER'S OFFICE

LEGAL BASIS

Effective January 1, 2013, Senate Bill 1342 amended Government Code section 27388 to authorize county board of supervisors to impose an increased fee of up to $10.00 for the recording of certain real estate instruments. The purpose of this fee is to fund the Real Estate Fraud Prosecution Trust Fund (the "Trust"). The Trust may be used by law enforcement agencies and the District Attorney's Office to fund programs to deter, investigate, and prosecute real estate fraud. That bill was enacted because the previous $3.00 recording fee was insufficient to meet the funding needs of real estate fraud enforcement. (*Legislative Findings, SB 13./2, Section 1.)*

Following the passage of SB 1342, several counties, such as Alameda, San Diego, San Francisco, Santa Clara, Ventura, and Yolo, increased their fees to $10.00.

In 2013, Monterey County increased its fee to $9.00. That fee has remained unchanged for more than a decade. Given the rising costs associated with enforcement, a $1.00 increase is now warranted to ensure adequate funding for the investigation and prosecution of real estate fraud cases.

REAL ESTATE FRAUD CASE STATISTICS

Real estate fraud remains a persistent and serious crime, particularly in a county such as Monterey, where housing is limited. Common forms of real estate fraud include the recording of forged deeds that cloud title and effectively deprive lawful owners of their property, as well as foreclosure rescue scams, mortgage fraud, rental cons, and other predatory practices. These offenses disproportionately impact vulnerable populations, including elderly individuals, persons with limited English proficiency, and those unfamiliar with complex real estate transactions.

The investigation of real estate fraud is done exclusively by the District Attorney's Office in Monterey County. From the beginning of 2014 through the third quarter of 2025, the Monterey County District Attorney's Office (the "District Attorney's Office") investigated, and collaborated with state and federal law enforcement partners in the investigation of 312 real estate fraud cases. These cases have resulted in the aggregate loss of millions of dollars to victims. These investigations are complex and time-intensive, requiring a detailed analysis of documentary evidence including recorded real estate documents, mortgage files, and financial records. They also require in depth interviews of victims and witnesses, as well as the execution of multiple search warrants to obtain the evidence necessary to support criminal charges. Upon completion of an investigation, prosecutors evaluate whether the evidence establishes proof beyond a reasonable doubt to support a criminal prosecution, or whether civil remedies may be pursued.

Over the last five years, the District Attorney's office filed criminal charges in 20 real estate fraud cases, providing an avenue for justice for numerous victims who might not otherwise have recovered their homes or money. However, given limited resources, the District Attorney's Office must necessarily prioritize certain cases over others to ensure the most effective use of available funding and personnel.

FRAUD IMPACTS REAL ESTATE MARKET

The District Attorney's Office has successfully prosecuted multiple defendants for the filing of false or forged deeds. These false deeds depress the real estate market by clouding title on marketable properties, and increase transaction costs as buyers and sellers must undertake additional measures to

verify the identities of parties to a transaction. The cost to title insurers of fraud and forgery is significant, and those costs are passed to the consumer. According to the American Land Title Association, the average claim cost for fraud and forgery is over 5 times that of other types of claims (See "Analysis of Claims and Claims-Related Losses in the Land Title Insurance Industry" available at https://www.alta.org/media/pdf/240517-analysis-of-claims-and-claims-related-losses-in-the-land-title-insurance-industry.pdf [last visited on Oct. 28, 2025). Prosecutions by the District Attorney's Office, made possible by the Trust, deter bad actors from conducting such fraud in Monterey County.

BLIGHT RESULTING FROM REAL ESTATE FRAUD

Real property involved in real estate fraud are often ill-maintained and blight the community. For example, in the case of the *People v. Paul Aquino* (Case no. 23CR010161), the Defendant Aquino squatted in various properties and fouled them with waste. Other properties involved in real estate fraud cases have been found to be in violation of building codes and have been red-tagged. The District Attorney's prosecution of these defendants enables these properties to be properly maintained and cleaned by the appropriate owners.

SCAMS AGAINST MILITARY SERVICE MEMBERS AND RENTAL SCAMS GENERALLY

Per statistics provided by the State of California, there are 1,331,106 military veterans in the State of California, 13,589 whom reside in Monterey County. Our military population is being subjected to an increasing number of fraudulent schemes, including identity theft, deceptive mortgage lending and servicing, and pension and annuity fraud. Additionally, active-duty service members are acutely vulnerable to rental scams as they are often in a position to find housing on short notice in an area with which they are not familiar.

Rental scams similarly affect the large population of agricultural employees. These rental scams involve criminals who duplicate listings for legitimate rental properties but with their own contact information. Victims consequently pay a security deposit and first month's rent to a bad actor who vanishes with their money, leaving the victim with no money and no housing. The District Attorney has investigated and prosecuted a series of these cases, such as *People v. Undiano Quiroz* (Case No. 21CR007280) and *People v. Acostadiosdado* (Case No. 25CR004433), which have provided an avenue for relief to victims that had little other recourse.

COLLABORATION

In addition to collaborating with our law enforcement partners at the municipal, county, state and federal levels, the District Attorney's Office collaborates with its own internal specialty units to tackle real estate fraud schemes both civilly and criminally. Using a cross-referral approach and with the benefit of cross-training, the real estate fraud unit has received and successfully prosecuted cases that originated as cases involving elder abuse or contractor fraud. Additionally, the Deputy District Attorney and District Attorney Investigator that are, in whole or part, funded by the Trust assist local law enforcement who are often a victim's first point of contact but lack the resources to investigate complex or unusual crimes. The Trust has historically funded these two positions which enables partnerships between the District Attorney and other law enforcement to ensure cases receive the appropriate attention.

FUNDING

In accordance with Government Code 27388, 90% of the funds in the Real Estate Fraud Prosecution Trust Fund are distributed to the Monterey County District Attorney's Office, after the deduction of 10% administrative fees by the County Recorder as provided for in subdivision (a) of Government Code section 27388.

Historically, the revenue from the real estate fees imposed have varied. Over the last five years, the following amounts were provided to the District Attorney's Office from the Trust, compared to the District Attorney's expenditures:

Year	Revenue	Rollover from Prior Year	D.A. Expenditures
2020-21	$709,745	$484,318	$531,955
2021-22	$488,422	$662,117	$582,210
2022-23	$246,062	$582,329	$534,368
2023-24	$228,290	$294,023	$354,476
2024-25	$252,939	$167,837	$561,782
2025-26	TBD	$0	TBD

As shown above, in fiscal year 2024-25, real estate fees of $252,939.00 were collected and $167,837 remained in the Trust from the prior year, while the District Attorney's Office incurred expenditures (salaries, benefits, services, and supplies) in the amount of $561,782.00. Thus, the County and District Attorney's Office incurred a deficit of $141,006 in prosecuting these cases. The estimated revenue this will generate amounts to $30,000 per fiscal year that will be appropriated between the Office of the District Attorney ($27,000) and the County Recorder's Office ($3,000.)

We anticipate similar expenditures in the 2025-26 fiscal year as were incurred in 2024-25, and therefore anticipate that our expenditures may far exceed the money available in the Trust.

Attachment B.
Proposed Article XIII (Clean version)

ARTICLE XIII - ASSESSOR-COUNTY CLERK-RECORDER

I. ASSESSOR

A. Fees allowed pursuant to Section 5.28.020 of the Monterey County Code for preparation and furnishing of copies by the Assessor's Office.

Description	Amount	Unit
1. Copy of Print of Assessor's Maps……..	$ 3.00	Each
2. Copies of ten or more Assessor's Maps in a series……	$ 2.50	Per Page
3. Photocopy……..……..	$ 2.00	Per Page
4. Computer Screen Laser Print……...	$ 2.00	Per Page

B. Fees allowed pursuant to Section 408.3 of the California Revenue and Taxation Code for public inspection of property characteristics information maintained by the Assessor.

Description	Amount	Unit
Request for property characteristics		
a. Residential/Commercial…	$ 24.00	Per Parcel*
b. Agricultural (Non-Greenhouse)….....	$ 120.00	Per Parcel*
c. Greenhouse….....	$ 120.00	Per Parcel*

*Additional research for complex requests will be charged as "Assessor Professional Services and Research" (See Section 8.)

C. The Assessor shall charge the following fees for the following services:

Description	Amount	Unit
1. Splits and Combinations……	$ 125.00	Per Request*
2. Lot Line Adjustments……	$ 125.00	Per Request*
3. Tax Clearance Estimate Letters……..…	$ 165.00	Per Parcel*

*Additional research for complex requests will be charged as "Assessor Professional Services and Research" (See Section 8.)

4. Reports of Appeal Activity for Bond Analysis….....	$ 50.00	Per Request
5. Assessor's Roll Data		
a. Community Reports		
Ownership/Mailing list….....	$265.00	Per Request
Ownership plus Assessed Valuations….....	$300.00	Per Request
Ownership, Assessed Valuations & Characteristics..	$400.00	Per Request
Media (added cost)		
Electronic delivery	No Cost	
CD Creation…	$25.00	Per Request
Hard copy	$65.00	Per Request

b. Countywide Report

Ownership/Mailing list….....	$300.00	Per Request
Ownership plus Assessed Valuations….....	$400.00	Per Request
Ownership, Assessed Valuations &Characteristics...	$700.00	Per Request
Media (added cost)		
Electronic delivery	No Cost	
CD Creation…	$65.00	Per Request
Hardcopy.....	$150.00	Per Request

c. Custom Report

Ownership/Mailing list.....	$350.00	Per Request
Ownership plus Assessed Valuations….....	$425.00	Per Request
Ownership, Assessed Valuations &Characteristics...	$600.00	Per Request
Media (added cost)		
Electronic delivery	No Cost	
CD Creation…	$25.00	Per Request
Hardcopy.....	$65.00	Per Request

Additional time for specific requests will be charged on a case-by-case basis as "Assessor Information Technology Professional Services and Research" at the rates indicated in Section 8.

6. Internet Subscription Service……$500.00 Annual fee Per Subscriber

7. Change of Ownership

a.	Beneficial Ownership Statement request.....	$125.00	Per Request*
b.	Beneficial Ownership request late filing (30 days)…	$175.00	Per Request*
c.	Affidavit of Entity Transfer request……...	$125.00	Per Request*
d.	Affidavit of Entity Transfer late filing (30 days)	$175.00	Per Request*
e.	Apply Penalty if Change of Ownership statements not returned in 45 days……...	$20.00	Per Recording

*Additional research for complex requests will be charged as "Assessor Professional Services and Research" (See Section 8.)

8. Professional Services and Research Rates

a.	Assessor	$126.00	Per Hour*
b.	Assessor Information Technology.....	$148.00	Per Hour*

*Billed in ½ hour increments – Minimum ½ hour

D. Fees allowed pursuant to Section 63.1(j)(2) of the California Revenue & Taxation Code to process Claim forms for exemption from real property reassessment.

Fee for reasonable costs incurred by Assessor for reassessment work done due to failure to file exemption for claim for exclusion……..….$175.00 Per request

E. Fees allowed pursuant to Section 521231of the California Government Code for the administration of agricultural preserves, including procedures for initiating, filing, and processing requests to establish agricultural preserves.

Description

1. Williamson Act Application Fee……..……$ 3,200.00 Per Request

F. In all cases, Pre-Payment of fees indicated above must be received by Assessor's Office before requested data is compiled and/or released

II. COUNTY CLERK

The County Clerk shall charge the following fees for the following services:

Description	Amount	Unit
Marriage Licenses (Regular, Declaration & Non-Denomination)…….	$ 95.00	Each
Marriage Licenses (Confidential)……..…	$ 100.00	Each
Marriage Licenses (Duplicate)……..…	$ 55.00	Each
Fictitious Business Name Filing……...	$ 50.00	Each
Fictitious Business Name Filing (Additional Names)……	$ 7.00	Each
Abandonment/Withdrawal of Fictitious Business Name…..……..…	$ 40.00	Each
Notary Bond Filing.……...	$ 50.00	Each
Power of Attorney Filing/Revoking..…….	$ 12.00	Name
Copy/Print Fee……..…….	$ 2.00	Per Page
Civil Marriage Ceremony……..…...	$ 150.00	Each
Non-Refundable Reservation Fee……	$ 25.00	
Witness Fee……...…..…	$ 30.00	
Rings……	$ 20.00	Each
Wedding Photo……	$ 10.00	
Deputy Commissioner of Civil Marriages for a Day [FC sec 401(a)&(b)]……...	$ 105.00	Per Day
Approval of Notary Public to authorize confidential marriage licenses (effective one year) (Resol. 07-403)……..	$ 300.00	Annual
Clerk's Signature Verification Certificate……...	$ 15.00	Signature
Notice of Dissolution of Partnership Filing……..…	$ 10.00	Each
Miscellaneous Proof of Publication Filing……..….	$ 10.00	Each
Interpreter/Translator verification/certification [GC 27293(a)(2)(C)].	$ 10.00	Signature
Fictious Business Name Index Reports		
Delivery via SFTP:		
Monthly……..…	$ 40.00	Each
Quarterly……	$ 100.00	Each
Yearly…….	$ 350.00	Each
Delivery via Email or In-Person Printed Request:		
Daily……...	$ 5.00	Each
Weekly……...	$ 15.00	Each

A. In all cases, Pre-Payment of fees indicated above must be received by County Clerk's Office before requested data is made accessible and/or released

III. RECORDER

The County Recorder shall charge the following fees for the following services:

Description	Amount	Unit
Lien Notification Mailing [GC 27387]…….….....	$ 7.00	Per Debtor
Twenty Day Preliminary Notice Filing [GC 27361.9]……..….....	$ 40.00	Each Sheet
Map Copy Fee [GC 27372]……..	$ 5.00	Each
Copy/Print Fee [GC 27366]…….…….	$ 2.00	Per Page
Microfilm/Microfiche Sale [GC 27366]……...	$ 0.02	Image/Frame
Certification Under Seal [GC 27364]……...	$ 2.00	Each
Recording Base Fee/1st Page/Title [GC 27361(a)].....	$ 10.00	Per 1st Page/Title
($1.00 of the base goes to the Modernization Fund [GC 27361(c)])		
Recording Base Fee/2nd Page [GC 27361(a)]…….….....	$ 3.00	Per addtl page
($1.00 of the 2nd Page Base Fee goes to the Modernization Fund [GC 27361(c)])		
($1.00 of the 2nd Page Base Fee goes to the General Fund [GC 27361(b])		
Recording Fee [Micrographic Fee GC 27361.4(a)]…….…….	$ 1.00	Per 1st Page/Title
Recording Fee [Grantor/Grantee Index w/in 2 Days GC 27361.4(c)]…..	$ 1.00	Per 1st Page/Title
Recording Fee [DA Real Estate Fraud Protection Fund GC 27388(a); Collected for DA office; Placed here as convenience to public]…	$ 10.00	Per 1st Page/Title
($9.00 goes to the DA Real Estate Fraud Protection Fund [GC 27388(a)])		
($1.00 goes to the Recorder's Office for Administrative costs		
[GC 27388(a)]) (Resol. 13-276 approved 7/30/2013)		
Electronic Recording Delivery System (ERDS)[GC 27397(c)(1)]….....	$ 1.00	Per 1stPage/Title

CD's [GC 27366]

The following CD creation fees shall be collected by the Recorder's Office once a month.

The Recorder shall charge the following fees for ongoing CD creation requests:

Daily data CD …….….	$ 31.50	Daily
Weekly data CD…….…….	$ 131.85	Weekly
Monthly data CD…….……	$ 512.85	Monthly
Duplicate CD's created same time as original request…….....	$ 5.00	Each CD

Official Document with Delivery via Secure File Transfer Protocol (SFTP) [GC 27366]

The following official document data file fees shall be collected by the Recorder's Office.

The Recorder shall charge the following fees for ongoing official document file creation requests:

Daily Official Document Data File …….	$ 31.50	Daily
Weekly Official Document Data File…….	$ 159.00	Weekly
Monthly Official Document Data File ……...	$ 658.00	Monthly
Multiple Year Request……..	$ 8,331.50	Per Year

A. In all cases, Pre-Payment of fees indicated above must be received by Recorder's Office before requested data is made accessible and/or released

Attachment C.
Proposed Article XIII (Strike-through version)

ARTICLE XIII - ASSESSOR-COUNTY CLERK-RECORDER

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*Additional research for complex requests will be charged as "Assessor Professional Services and Research" (See Section 8.)

C. The Assessor shall charge the following fees for the following services:

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5. Assessor's Roll Data		
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Ownership plus Assessed Valuations….....	$300.00	Per Request
Ownership, Assessed Valuations & Characteristics..	$400.00	Per Request
Media (added cost)		
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b. Countywide Report

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Media (added cost)		
Electronic delivery	No Cost	
CD Creation…	$65.00	Per Request
Hardcopy.....	$150.00	Per Request

c. Custom Report

Ownership/Mailing list.....	$350.00	Per Request
Ownership plus Assessed Valuations….....	$425.00	Per Request
Ownership, Assessed Valuations &Characteristics...	$600.00	Per Request
Media (added cost)		
Electronic delivery	No Cost	
CD Creation…	$25.00	Per Request
Hardcopy.....	$65.00	Per Request

Additional time for specific requests will be charged on a case-by-case basis as "Assessor Information Technology Professional Services and Research" at the rates indicated in Section 8.

6. Internet Subscription Service……$500.00 Annual fee Per Subscriber

7. Change of Ownership

a.	Beneficial Ownership Statement request.....	$125.00	Per Request*
b.	Beneficial Ownership request late filing (30 days)…	$175.00	Per Request*
c.	Affidavit of Entity Transfer request……...	$125.00	Per Request*
d.	Affidavit of Entity Transfer late filing (30 days)	$175.00	Per Request*
e.	Apply Penalty if Change of Ownership statements not returned in 45 days……...	$20.00	Per Recording

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8. Professional Services and Research Rates

a.	Assessor	$126.00	Per Hour*
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*Billed in ½ hour increments – Minimum ½ hour

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Fee for reasonable costs incurred by Assessor for reassessment work done due to failure to file exemption for claim for exclusion……..….$175.00 Per request

E. Fees allowed pursuant to Section 521231of the California Government Code for the administration of agricultural preserves, including procedures for initiating, filing, and processing requests to establish agricultural preserves.

Description

1. Williamson Act Application Fee……..……$ 3,200.00 Per Request

F. In all cases, Pre-Payment of fees indicated above must be received by Assessor's Office before requested data is compiled and/or released

II. COUNTY CLERK

The County Clerk shall charge the following fees for the following services:

Description	Amount	Unit
Marriage Licenses (Regular, Declaration & Non-Denomination)…….	$ 95.00	Each
Marriage Licenses (Confidential)……..…	$ 100.00	Each
Marriage Licenses (Duplicate)……..…	$ 55.00	Each
Fictitious Business Name Filing……...	$ 50.00	Each
Fictitious Business Name Filing (Additional Names)……	$ 7.00	Each
Abandonment/Withdrawal of Fictitious Business Name…..……..…	$ 40.00	Each
Notary Bond Filing.……...	$ 50.00	Each
Power of Attorney Filing/Revoking..…….	$ 12.00	Name
Copy/Print Fee……..…….	$ 2.00	Per Page
Civil Marriage Ceremony……..…...	$ 150.00	Each
Non-Refundable Reservation Fee……	$ 25.00	
Witness Fee……...…..…	$ 30.00	
Rings……	$ 20.00	Each
Wedding Photo……	$ 10.00	
Deputy Commissioner of Civil Marriages for a Day [FC sec 401(a)&(b)]……...	$ 105.00	Per Day
Approval of Notary Public to authorize confidential marriage licenses (effective one year) (Resol. 07-403)……..	$ 300.00	Annual
Clerk's Signature Verification Certificate……...	$ 15.00	Signature
Notice of Dissolution of Partnership Filing……..…	$ 10.00	Each
Miscellaneous Proof of Publication Filing……..….	$ 10.00	Each
Interpreter/Translator verification/certification [GC 27293(a)(2)(C)].	$ 10.00	Signature
Fictious Business Name Index Reports		
Delivery via SFTP:		
Monthly……..…	$ 40.00	Each
Quarterly……	$ 100.00	Each
Yearly…….	$ 350.00	Each
Delivery via Email or In-Person Printed Request:		
Daily……...	$ 5.00	Each
Weekly……...	$ 15.00	Each

A. In all cases, Pre-Payment of fees indicated above must be received by County Clerk's Office before requested data is made accessible and/or released

III. RECORDER

The County Recorder shall charge the following fees for the following services:

Description	Amount	Unit
Lien Notification Mailing [GC 27387]…….….....	$ 7.00	Per Debtor
Twenty Day Preliminary Notice Filing [GC 27361.9]……..….....	$ 40.00	Each Sheet
Map Copy Fee [GC 27372]……..	$ 5.00	Each
Copy/Print Fee [GC 27366]…….……	$ 2.00	Per Page
Microfilm/Microfiche Sale [GC 27366]……...	$ 0.02	Image/Frame
Certification Under Seal [GC 27364]……...	$ 2.00	Each
Recording Base Fee/1st Page/Title [GC 27361(a)].....	$ 10.00	Per 1st Page/Title
($1.00 of the base goes to the Modernization Fund [GC 27361(c)])		
Recording Base Fee/2nd Page [GC 27361(a)]…….….....	$ 3.00	Per addtl page
($1.00 of the 2nd Page Base Fee goes to the Modernization Fund [GC 27361(c)])		
($1.00 of the 2nd Page Base Fee goes to the General Fund [GC 27361(b])		
Recording Fee [Micrographic Fee GC 27361.4(a)]…….……	$ 1.00	Per 1st Page/Title
Recording Fee [Grantor/Grantee Index w/in 2 Days GC 27361.4(c)]…..	$ 1.00	Per 1st Page/Title
Recording Fee [DA Real Estate Fraud Protection Fund GC 27388(a); Collected for DA office; Placed here as convenience to public]…	$ 10.009.00	Per 1st Page/Title
($9.008.10 goes to the DA Real Estate Fraud Protection Fund [GC 27388(a)])		
($1.000.90 cents goes to the Recorder's Office for Administrative costs [GC 27388(a)]) (Resol. 13-276 approved 7/30/2013)		
Electronic Recording Delivery System (ERDS)[GC 27397(c)(1)]….....	$ 1.00	Per 1stPage/Title

CD's [GC 27366]

The following CD creation fees shall be collected by the Recorder's Office once a month.

The Recorder shall charge the following fees for ongoing CD creation requests:

Daily data CD ……..….	$ 31.50	Daily
Weekly data CD…….…….	$ 131.85	Weekly
Monthly data CD…….……	$ 512.85	Monthly
Duplicate CD's created same time as original request…….....	$ 5.00	Each CD

Official Document with Delivery via Secure File Transfer Protocol (SFTP) [GC 27366]

The following official document data file fees shall be collected by the Recorder's Office.

The Recorder shall charge the following fees for ongoing official document file creation requests:

Daily Official Document Data File …….	$ 31.50	Daily
Weekly Official Document Data File…….	$ 159.00	Weekly
Monthly Official Document Data File ……...	$ 658.00	Monthly
Multiple Year Request……..	$ 8,331.50	Per Year

A. In all cases, Pre-Payment of fees indicated above must be received by Recorder's Office before requested data is made accessible and/or released

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

Resolution No.

Approve a resolution amending Article XIII, Section III of the Monterey County Master Fee Resolution, effective January 1, 2026, authorizing a $1 increase in the Real Estate Fraud Prosecution Trust Fund Recording Fee from $9 to $10 per recorded document, on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply, to support the investigation and prosecution of real estate fraud by the District Attorney's Office.

THE MONTEREY COUNTY BOARD OF SUPERVISORS FINDS:

WHEREAS, section 1.40.010 of Chapter 1.40 of Monterey County Code provides that all fees, penalties, refunds, reimbursements and charges of any kind by the County may be specified in the Monterey County Fee Resolution;

WHEREAS, this action to modify charges to meet operational expenses is statutorily exempt from environmental review [Pub Res. Code sec. 21080 subd. (b)(8)];

WHEREAS, any and all adjustments to charges for these investigations and services reflect no more than the actual cost of the service or benefit received by the payor;

WHEREAS, real estate fraud continues to represent a significant problem in Monterey County, causing irreparable harm such as the loss of life savings or retirement funds to Monterey County residents and resulting in the aggregate loss of millions of dollars;

WHEREAS, the state legislature's amendment of Government Code 27388 allows local governments to continue providing services to safeguard citizens vulnerable to and victimized by real estate fraud schemes;

WHEREAS, Government Code 27388 as amended authorizes up to a maximum $10 to be imposed on the recording of specified real estate instruments, papers, and notices, provided the Board of Supervisors adopts a resolution authorizing the increased fee;

WHEREAS, the amount of the fee increase will be no more than necessary to cover the reasonable costs of the investigation and prosecution of real estate fraud;

WHEREAS, the increased fee authorized is for the specific benefit of payors to protect the honesty and integrity of the recordation process and does not exceed the reasonable costs to the state of providing the service or product to the payor;

WHEREAS, investigation of real estate fraud is done exclusively by the District Attorney in Monterey County and, in accordance with Government Code 27388, 90% of the funds in the Real Estate Fraud Prosecution Trust Fund shall be distributed to the Monterey County District Attorney's Office, subject to review as provided in subdivisions (d) and (e) of the Government

Code section 27388, after the deduction of 10% administrative fees by the County Recorder as provided for in subdivision (a) of Government Code section 27388;

WHEREAS, the registered support for the amended legislation was from the California District Attorneys Association, the California Association of Realtors, County Recorders' Association of California and the office of the California Attorney General and registered opposition was from The Howard Jarvis Taxpayers Association;

WHEREAS the fee was increased to $9 over a decade ago, and inflation has impacted the administrative and law enforcement programs funded by this fee;

WHEREAS, by definition, this fee increase is not a 'tax' and is exempt from voter approval pursuant to Article XIII C section 1 (e)(3) of the California Constitution, and is for the reasonable regulatory costs to a local government for performing investigations, inspections and audits thereof; now therefore

THE MONTEREY COUNTY BOARD OF SUPERVISORS RESOLVES:

I. IT IS ORDERED that effective January 1, 2026, the recording fee collected by the County Recorder's Office on behalf of the Real Estate Fraud Prosecution Trust Fund shall be increased from $9 to $10 on all documents identified in Government Code section 27388, as that section may be amended, for which the Real Estate Fraud Prosecution Trust Fund fee may apply.

II. IT IS FURTHER ORDERED that the Monterey County Fee Resolution shall be amended in Article XIII, Section III to reflect the aforementioned fee, with all other remaining terms and fees remaining unchanged.

III. IT IS FURTHER ORDERED that, in the event this action is determined to be void or unenforceable, the prior fee shall be reinstated as if this action had not been taken.

IV. IT IS FURTHER RESOLVED AND ORDERED that a copy of this resolution shall be transmitted to the District Attorney, the County Recorder, and the Auditor-Controller.

PASSED AND ADOPTED on this _____, 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:
File ID:

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

By _____
Deputy

Introduced: 11/25/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

a. Authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A-16354 with One Transcription Services for continuing transcription services for the Office of the District Attorney, increasing the not-to-exceed amount by $100,000 for a revised total of $130,000 and extending the Agreement term by two years, retroactively extending the period from July 1, 2025 through June 30, 2027;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts Purchasing Officer or their designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications related to this amendment when required; and
d. Authorize the Contracts Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2027.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A-16354 with One Transcription Services for continuing transcription services for the Office of the District Attorney, increasing the not-to-exceed amount by $100,000 for a revised total of $130,000, and extending the Agreement term by two years, retroactively extending the period from July 1, 2025 through June 30, 2027;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts Purchasing Officer or their designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications related to this amendment when required; and
d. Authorize the Contracts Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2027.

SUMMARY:
It is requested that the Board authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A 16354 with One Transcription Services to continue providing multi-language legal transcription services for the Office of the District Attorney. This amendment increases the not to exceed amount by $100,000 for a revised total of $130,000 and extends the Agreement term by two years, adding the period of July 1, 2025 through June 30, 2027, with this approval being retroactive to July 1, 2025. This amendment is needed to ensure uninterrupted transcription services in support of prosecution activities.

DISCUSSION:

One Transcription Services provides detailed, accurate, and multi-language transcription of interviews, statements, and other recorded materials for the District Attorney's Office. These services are essential to case review, evidence documentation, and courtroom preparation. This amendment provides the additional funds and time needed to continue the services.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has approved the agreement as to legal form.

FINANCING:

The cost of this contract was included in the District Attorney's FY2025-26 Adopted Budget. There will be no increase in General Fund Contributions as a result of this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Increasing Public Safety through more efficient utilization of resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative

Link to the Strategic Plan:

<https://www.countyofmonterey.gov/home/showdocument?id=139569>

Prepared by: Andrea Lopez, Management Analyst II, Ext. 5085

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:

a. 2240-One Transcription Services, LLC-Amendment #1

Introduced: 11/25/2025 **Current Status:** Agenda Ready

Version: 1 **Matter Type:** General Agenda Item

a. Authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A-16354 with One Transcription Services for continuing transcription services for the Office of the District Attorney, increasing the not-to-exceed amount by $100,000 for a revised total of $130,000, and extending the Agreement term by two years, retroactively extending the period from July 1, 2025 through June 30, 2027;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts Purchasing Officer or their designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications related to this amendment when required; and
d. Authorize the Contracts Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2027.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

a. Authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A-16354 with One Transcription Services for continuing transcription services for the Office of the District Attorney, increasing the not-to-exceed amount by $100,000 for a revised total of $130,000, and extending the Agreement term by two years, retroactively extending the period from July 1, 2025 through June 30, 2027;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contracts Purchasing Officer or their designee and the District Attorney or their designee to sign and execute the appropriate documents and verifications related to this amendment when required; and
d. Authorize the Contracts Purchasing Officer or their designee to issue purchase orders on an as-needed basis pursuant to the Agreement retroactive to July 1, 2025 through June 30, 2027.

SUMMARY:

It is requested that the Board authorize the Contracts Purchasing Officer or their designee to execute Amendment No. 1 to Agreement No. A 16354 with One Transcription Services to continue providing multi-language legal transcription services for the Office of the District Attorney. This amendment increases the not to exceed amount by $100,000 for a revised total

of $130,000 and extends the Agreement term by two years, adding the period of July 1, 2025 through June 30, 2027, with this approval being retroactive to July 1, 2025. This amendment is needed to ensure uninterrupted transcription services in support of prosecution activities.

DISCUSSION:

One Transcription Services provides detailed, accurate, and multi-language transcription of interviews, statements, and other recorded materials for the District Attorney's Office. These services are essential to case review, evidence documentation, and courtroom preparation. This amendment provides the additional funds and time needed to continue the services.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has approved the agreement as to legal form.

FINANCING:

The cost of this contract was included in the District Attorney's FY2025-26 Adopted Budget. There will be no increase in General Fund Contributions as a result of this Board action.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:

Increasing Public Safety through more efficient utilization of resources.

Mark a check to the related Board of Supervisors Strategic Plan Goals

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

____ Administrative

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

Prepared by: Andrea Lopez, Management Analyst II, Ext. 5085

Approved by: Jeannine M. Pacioni, District Attorney, Ext. 5470

Attachments:
a. 2240-One Transcription Services, LLC-Amendment #1

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AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & One Transcription Services, LLC

THIS AMENDMENT is made to the AGREEMENT for transcription services by and between **One Transcription Services, LLC** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

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

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of **$30,000.00***." and **replacing it with** "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **$130,000.00**."* This amendment reflects an **increase of $100,000.00** to the original AGREEMENT amount.

2. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "*The term of this AGREEMENT is from **June 1, 2023 to June 30, 2025**, unless sooner terminated pursuant to the terms of this AGREEMENT*.", and **replacing it with** "*The term of this AGREEMENT is from **June 1, 2023 to June 30, 2027**, unless sooner terminated pursuant to the terms of this AGREEMENT*." This amendment **extends the term of the AGREEMENT by two years**.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 12, 2023.

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

Signed by:
By: Jennifer Rahn
977B8EB821CB4D5...
Signature of Chair, President, or Vice-President

Jennifer Rahn Director of Operations
Printed Name and Title

Dated: 10/27/2025 | 12:51 PM PDT

DocuSigned by:
By: Travis Marr
7D887E7A17854F5...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Travis Marr Corporate Counsel
Printed Name and Title

Dated: 10/28/2025 | 7:18 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/6/2025

DATE (MM/DD/YYYY) 9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1493633 ONE TRANSCRIPTION SERVICES LLC 10802 FARNAM DRIVE, SUITE 101 OMAHA NE 68154	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** CFC Underwriting Limited **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19561143 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR [X] DED: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	MSN0840091980	10/6/2024	10/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG .	$ 1,000,000 $ XXXXXXX $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	MSN0840091980	10/6/2024	10/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	MSN0840091980	10/6/2024	10/6/2025	$1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19561143
Monterey County District Attorney's Office
142 W. Alisal St
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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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:

One Transcription Services,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Transcription Services in multiple languages

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: $ 30,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 1 June 2023 **to** 30 June 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: Insurance Certifications

Docusign Envelope ID: 3F516D07-C99F-46C1-95A7-579A893B136D

5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Bruce Suckow, Finance Manager	Jennifer Rahn, Director of Operations
Name and Title	Name and Title
142 W. Alisal Street, Ste A Salinas, CA 93901	10802 Farnam Drive, Suite 101, Omaha, NE 68154
Address	Address
831-755-5259	402-359-1874
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 6/12/2023 | 9:12 AM PDT

DS BS

By: DocuSigned by: Jeannine M Pacioni, District Attorney 9FCC008E5A664BE...
Department Head (if applicable)

Date: 6/8/2023 | 10:37 AM PDT

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 2EF8DC76EE5547F...
Office of the County Counsel

Date: 6/12/2023 | 8:59 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E37434F6...
Auditor/Controller

Date: 6/12/2023 | 9:01 AM PDT

By: _____
Risk Management

Date: _____

CONTRACTOR

One Transcription Services
Contractor/Business Name *

By: DocuSigned by: Jennifer Rahn, Director of Operations 977B8EB821CB4D5...
(Signature of Chair, President, or Vice-President)

Jennifer Rahn, Director of Operations
Director of Operations
Name and Title

Date: 5/10/2023 | 11:11 AM PDT

By: DocuSigned by: Travis Marr, Corporate Council 7D887E7A17834F5...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Travis Marr, Corporate Council
Corporate Counsel
Name and Title

Date: 5/15/2023 | 8:02 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement or Amendment to said Agreement.

[1]Approval by County Counsel is required

[2]Approval by Auditor-Controller is required

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

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EXHIBIT-A

To Agreement by and between
District Attorney of Monterey County, hereinafter referred to as "County"
AND
One Transcription Services, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CONTRACTOR will provide Spanish and English transcription services.
b. CONTRACTOR will deliver finished transcripts via SSL website and/or FTPES (encrypted file transfer protocol).
c. CONTRACTOR will make every effort to deliver the finished transcripts timely and accurately.
d. CONTRACTOR does not currently have any employees in the state of California.

A.2 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 an injuries to or death of persons, courts 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. Any indemnification obligations shall be strictly limited only to the extent of attributable negligence of the relevant parties. CONTRACTOR shall not be liable whatsoever for any attributable negligence or misconduct on the part of the County, its officers, employees, agents, and subcontractors.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

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a. Upon receipt of a complete and proper invoice, County shall pay $0.27 cents per line for Spanish transcriptions and $0.14 cents per line for any English transcriptions, within 30 days (net 30). A line is equal to 55 key touches. CONTRACTOR will provide an invoice detailing the charges based on the rates detailed herein.

B.2 CONTRACTORS BILLING PROCEDURES

County shall promptly notify CONTRACTOR regarding any quality concerns and/or errors for the CONTRACTOR to rectify on an expedited basis.

County may, in its sole discretion, terminate the contract if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any invoices for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/21/2023

DATE (MM/DD/YYYY) 5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** CFC Underwriting Limited **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED 1493633 ONE TRANSCRIPTION SERVICES LLC 11718 NICHOLAS STREET, SUITE 101 OMAHA NE 68154	

COVERAGES **CERTIFICATE NUMBER:** 19561143 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	MSL0639584232	12/21/2022	12/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 3,000,000 $ XXXXXXX
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	MSL0639584232	12/21/2022	12/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	PROFESSIONAL LIABILITY CYBER	N	N	MSL0639584232 MSL0639584232.	12/21/2022 12/21/2022	12/21/2023 12/21/2023	$1,000,000/$3,000,000 $250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19561143
Monterey County District Attorney's Office
142 W. Alisal St
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16354
a. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute an Agreement with One Transcription Services, effective June 1, 2023 through June 20, 2025, in the amount of $30,000;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contract/Purchasing Officer or Contracts Purchasing Supervisor and the District Attorney to sign and execute the appropriate documents and verifications when required; and, d. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to issue purchase orders on an as-needed basis pursuant this Agreement effective June 1, 2023, through June 30, 2025.

PASSED AND ADOPTED on this 6th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 6, 2023.

Dated: June 7, 2023
File ID: 23-425
Agenda Item No.: 44

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

County of Monterey

Board Report

Legistar File Number: 25-914

Item No.31

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

January 06, 2026

Introduced: 12/8/2025
Version: 1

Current Status: Criminal Justice - Consent
Matter Type: General Agenda Item

Approve the Memorandum of Understanding (MOU) for Court Security Services between the Monterey County Sheriff's Office and Superior Court of California, County of Monterey for the period between November 1, 2025, and June 30, 2030, with an estimated annual cost of $6,600,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the Memorandum of Understanding (MOU) for Court Security Services between the Monterey County Sheriff's Office and Superior Court of California, County of Monterey for the period between November 1, 2025, and June 30, 2030, with an estimated annual cost of $6,600,000.

SUMMARY/DISCUSSION:
Pursuant to Government Code section 69921.5, the Monterey County Sheriff's Office is responsible to provide the necessary level of court security services to the Superior Court of California, County of Monterey by providing traditional court bailiff services to the judicial officers, as well as providing safety and security services for the courtrooms, facilities, and grounds.

Government Code section 69926 requires the Court and the Sheriff to enter into an annual or multiyear memorandum of understanding specifying the agreed upon level of court security services and any other agreed-upon governing or operating procedures. The agreed upon MOU period is between November 1, 2025, and June 30, 2030. It is agreed the Sheriff's Office will provide one (1) FTE Commander, two (2) FTE Sergeants, and 20 FTE Deputy Sheriffs-Corrections.

Assembly Bill 118 (Chapter 40 of the Statutes of 2011) ("AB 118") realigned the source of funding for superior court security. Pursuant to AB 118, a local Trial Court Security Account was established in the county treasury, into which the State Controller would allocate money for the sole the purpose of funding superior court security provided by county sheriffs.

The Superior Court Security Act of 2012 implemented the statutory changes necessary as a result of the realignment of superior court security funding enacted in AB 118.

As stated in Government Code section 69920, nothing in AB 188 or the Superior Court Security Act of 2012 is intended to reduce court security service delivery, increase obligations on Sheriffs or counties, or other significant programmatic changes that would not otherwise have occurred absent realignment.

OTHER AGENCY INVOLVEMENT:

The Administrative Office of the Courts, Monterey County Superior Court, and County Counsel have been consulted in the preparation of this MOU.

FINANCING:
Court Security costs are reimbursed by the Trial Court Security fund. The fund is expected to support all the positions for upcoming years as the funding is constitutionally mandated although each year there are County indirect cost expenses that are not covered by the Court Security Trust Fund. All estimated costs and revenues to maintain this program are included in the FY 2025-26 Adopted Sheriff's Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Timothy Lanquist, Chief Deputy, Ext #3887
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Ext #3750

Attachments:
FY 2025-30 Court Security MOU between Superior Court and Sheriff's Office

County of Monterey

Board Report

Legistar File Number: 25-914

Item No.

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

January 06, 2026

Introduced: 12/8/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the Memorandum of Understanding (MOU) for Court Security Services between the Monterey County Sheriff's Office and Superior Court of California, County of Monterey for the period between November 1, 2025, and June 30, 2030, with an estimated annual cost of $6.6 Million.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the Memorandum of Understanding (MOU) for Court Security Services between the Monterey County Sheriff's Office and Superior Court of California, County of Monterey for the period between November 1, 2025, and June 30, 2030, with an estimated annual cost of $6.6 Million.

SUMMARY/DISCUSSION:
Pursuant to Government Code section 69921.5, the Monterey County Sheriff's Office is responsible to provide the necessary level of court security services to the Superior Court of California, County of Monterey by providing traditional court bailiff services to the judicial officers, as well as providing safety and security services for the courtrooms, facilities, and grounds.

Government Code section 69926 requires the Court and the Sheriff to enter into an annual or multiyear memorandum of understanding specifying the agreed upon level of court security services and any other agreed-upon governing or operating procedures. The agreed upon MOU period is between November 1, 2025, and June 30, 2030. It is agreed the Sheriff's Office will provide one (1) FTE Commander, two (2) FTE Sergeants, and 20 FTE Deputy Sheriffs-Corrections.

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The Superior Court Security Act of 2012 implemented the statutory changes necessary as a result of the realignment of superior court security funding enacted in AB 118.

As stated in Government Code section 69920, nothing in AB 188 or the Superior Court Security Act of 2012 is intended to reduce court security service delivery, increase obligations on Sheriffs or counties, or other significant programmatic changes that would not otherwise have occurred absent realignment.

OTHER AGENCY INVOLVEMENT:
The Administrative Office of the Courts, Monterey County Superior Court, and County Counsel have been consulted in the preparation of this MOU.

FINANCING:
Court Security costs are reimbursed by the Trial Court Security fund. The fund is expected to support all the positions for upcoming years as the funding is constitutionally mandated although each year there are County indirect cost expenses that are not covered by the Court Security Trust Fund. All estimated costs and revenues to maintain this program are included in the FY 2025-26 Adopted Sheriff's Budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:
____ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
__X_ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared by: Timothy Lanquist, Chief Deputy, Ext #3887
Reviewed by: Keith Boyd, Undersheriff, Ext #3859
Approved by: Tina Nieto, Sheriff/Coroner, Ext #3750

Attachments:
FY 2025-30 Court Security MOU between Superior Court and Sheriff's Office

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY,
AND THE SHERIFF OF THE COUNTY OF MONTEREY,
ON BEHALF OF THE COUNTY OF MONTEREY,
FOR COURT SECURITY SERVCIES

The Superior Court Security Act of 2012 (Gov't Code § 69920, et seq.) provides that the county sheriff, with the approval of the board of supervisors, shall, on behalf of the county, enter into a memorandum of understanding with the superior court specifying an agreed-upon level of court security services and any other agreed-upon governing or operating procedures. (Gov't Code § 69926.)

This Memorandum of Understanding for Court Security Services ("MOU") is effective as of November 1, 2025 by and between the Superior Court of California, County of Monterey ("Court") and the Sheriff of the County of Monterey ("Sheriff"), on behalf of the County of Monterey ("County"), a political subdivision of the State of California (collectively, the "Parties", as may be applicable).

BACKGROUND

1. Pursuant to Government Code § 69921.5, the Sheriff is responsible for providing the necessary level of court security services to the Court.

2. Assembly Bill 118 (Chapter 40 of the Statutes of 2011) ("AB 118") realigned the source of funding for superior court security. Pursuant to AB 118, a local Trial Court Security Account was established in the county treasury, into which the State Controller would allocate money for the sole purpose of funding superior court security provided by county sheriffs.

3. The Superior Court Security Act of 2012 implements the statutory changes necessary as a result of the realignment of superior court security funding enacted in AB 118.

4. Government Code § 69926 requires the Court and the Sheriff to enter into an annual or multiyear memorandum of understanding specifying the agreed upon level of court security services and any other agreed-upon governing or operating procedures.

5. Although the parties already have an existing memorandum of understanding regarding security services provided by the Sheriff, the parties want to terminate the existing memorandum of understanding and enter into a new memorandum of understanding that incorporates and reflects the changes resulting from AB 118 and the Superior Court Security Act of 2012.

6. As stated in Government Code § 69920, nothing in AB 118 or the Superior Court Security Act of 2012 is intended to reduce court security service, increase obligations on

sheriffs or counties or other significant programmatic changes that would not otherwise have occurred absent realignment.

The parties agree as follows:

1. Term of Memorandum of Understanding

This Memorandum of Understanding between the Court and the County for Court Security Services becomes effective **November 1, 2025, to June 30, 2030.**

1.1 As provided in Government Code § 69926(f), this MOU will remain in effect, to the extent consistent with applicable law and the Sheriff will continue to provide court security until the parties enter into a new memorandum of understanding.

2. Scope of Services

2.1 Security Services. Sheriff will provide court security services as illustrated in Government Code § 69922(b) (1)-(6) and as were provided at the time of passage of AB 118 (the "Security Services"). The Sheriff will be the appointing authority for all sworn personnel providing Security Services to the Court. The Sheriff will determine the method and details, and will manage, direct, supervise, and determine the means of performing the Security Services, and will employ and control persons utilized or contracted with by the Sheriff in the performance of the Security Services. The terms and conditions, description and level of Security Services are set forth in **Exhibit A**, which is attached and incorporated into this MOU.

2.2 Respective Authority. The Sheriff acknowledges the Presiding Judge's authority, consistent with the law, for determining the Security Services to be provided to the Court by the Sheriff for any given fiscal year. The Presiding Judge acknowledges the Sheriff's authority regarding the level for any Security Services to be provided to the Court by the Sheriff for any fiscal year, consistent with the law. Both parties acknowledge that they have the duty to consult with each other regarding the type and level of Security Services deemed necessary to be provided to the Court by the Sheriff. Each party hereto warrants that the individuals who have executed this MOU have the legal power, right and authority to enter into this MOU and to bind each respective party.

2.3 Court Security Committee. The Sheriff or designated representative will participate on the Court's Security Committee as required by Rule 10.173 of the California Rules of Court. Court and the Sheriff, with input from the Court Security Committee, will cooperatively and collaboratively develop and maintain the court security plan required by Rule 10.172 of the California Rules of Court in accordance with Government Code § 69925. The parties will review and update the court security plan annually. The Sheriff is responsible for maintaining the current court security plan.

2.4 Qualifications; Training. Sheriff will provide all necessary training of peace officers providing Security Services. Only properly trained peace officers or other positions as the Sheriff deems appropriate, in good standing employed by the Sheriff may provide the Security Services. All persons (whether employees, independent contractors, or agents of the Sheriff) assigned to provide Security Services will have successfully passed the Sheriff's background check prior to commencing their assignment. The Court will have the right, but not the obligation, to conduct a background check, as permitted by law, on all such persons before the Court will grant to such persons access to Court systems or facilities. Background checks conducted by the Court will be at the Court's expense.

2.5 Payment for Services. County has established a Trial Court Security Account from the Local Revenue Fund 2011, pursuant to paragraph (1) of Subdivision (c) of Government Code § 30027. Funds deposited into this account are to be used solely for the provision of Security Services to the Court and will not be used to pay for general county administrative expenses including, but not limited to, the costs of administering the account. The parties agree that the County shall be compensated for security services provided pursuant to this MOU by funding from the State of California pursuant to Government Code § 30029.05 and not directly from the Court. In the event that funding from the State in any fiscal year is insufficient to compensate County for security services provided pursuant to this MOU, County shall request an increase in funding from the State Department of Finance. If the requested increase is denied in whole or in part, the parties agree to meet in good faith to discuss alternative levels of security services for trial court security. As part of the good faith discussions, County will provide Court with an accounting of how the funding has been distributed, including tracking the number of hours expended by Sheriff staff for court security services.

2.6 Overtime. The parties agree to manage their resources to minimize the use of overtime. The Sheriff will make every effort to provide the Security Services without the use of overtime and Court will make every effort to conclude its proceedings in a timely manner to avoid the need for Sheriff's personnel to work overtime.

2.7 Equipment. The cost of security equipment assigned to Sheriff's personnel providing Security Services, including but not limited to weapons, ammunition, chemical spray and holder, radios, radio chargers, bulletproof vests, handcuffs, holster, uniforms, and batons, is included in the cost of the Security Services. Unless the Judicial Council of California provides such, Sheriff will be responsible for researching and recommending appropriate security equipment to be utilized for the Security Services.

2.8 Standards of Performance. Sheriff acknowledges that Court requires standards of performance of Sheriff personnel assigned to the Court that demonstrate professional excellence in the execution of duties, interpersonal relations with Court employees and all persons utilizing the services of the Court. The Court will inform Sheriff if any personnel assigned to Security Services are deficient in

meeting the standards of performance. Sheriff will investigate any report of deficient performance and take disciplinary or corrective action as appropriate including reassignment from the court. Court may request removal of any Sheriff personnel for any reason and the Sheriff will consider such request in good faith.

3. Emergency and Additional Services

3.1 Emergencies. Notwithstanding any other provision of the MOU, in the event of an emergency involving security in the Court facilities or involving threats against any judges, Court staff, or jurors, the County and the Sheriff will immediately take any and all actions reasonably necessary or appropriate to respond to the emergency, including, without limitation, reassignments or transfers of personnel to ensure appropriate response.

3.2 Additional Services and Overtime. The parties may mutually agree that additional security services, beyond those set forth in section **Exhibit A**, are necessary or appropriate on an on-going basis or a case-by-case basis. If the parties agree that Sheriff will provide additional security services, the parties also shall agree to the level of services to be provided. Sheriff and the Presiding Judge, or their duly authorized representatives pursuant to section 7.6 below, are authorized to agree to the provision of additional security services. In addition, with respect to Court, each judge may request additional security services in his or her courtroom in connection with a specific case or matter. Each request for additional security will be reviewed by the Sheriff and the Presiding Judge, or their duly authorized representatives pursuant to section 7.6 below, for approval.

3.2 Responsibility. The parties agree that Sheriff is not responsible, under the terms of this MOU, for providing security services other than those set forth in sections 2.1.

4. Coordination and Reporting

4.1 Court Liaisons. The Court will designate a Court staff member(s) and/or a judicial officer as the Court Liaison(s) to work directly with the Court Security Commander to facilitate the efficient use of manpower for the security needs of the Court. The Court Security Commander will work jointly with the Court Liaison(s) to coordinate and manage overtime needs. The Court Liaison(s) and the Court Security Commander will meet on a regular basis. Upon request, the Court Security Commander will provide the Court with the following reports:

(1) Daily Duty Assignments;
(2) 28-Day Bailiff Schedule;
(3) Court Weekly Overtime Summary;
(4) Court Weekly Overtime Summary by Courtroom;
(5) Cumulative Overtime Spreadsheet; and
(6) Roving Deputies monthly and yearly statistics.

4.2 Notices. The Sheriff's Office will notify the Court Liaison(s) immediately of any circumstance that could impact court security operations including, but not limited to, overtime management. The Court Liaison(s) will provide the Lead Bailiff Sergeant with a list of judicial vacations and vacancies when known.

4.3 Incident Logs and Reports. The Sheriff's Office will maintain a daily incident log and submit a monthly cumulative incident log to the Court Liaison(s). The Sheriff's Office will also provide the Court Liaison(s) with a copy of any incident or crime reports upon request.

4.4 Cost Management Reports. The Sheriff will maintain a detailed report, listing the costs of security services and supported by an itemized detail of costs, including cost, rate and service performed. The Sheriff will provide a copy of the report to the Court upon request.

5. Independent Contractor

5.1 The County and Sheriff will be solely responsible for all matters relating to the payment of its employees, including compliance with social security, withholding any and all employee benefits, and all regulations governing such matters.

5.2 In the performance of services pursuant to this MOU, Sheriff, and County through Sheriff (including, without limit, all of County's employees, personnel and agents, providing any services hereunder), will be, and is, an independent contractor, and is not an employee or agent of Court, and is not covered by any employee benefit plans provided to Court's employees. Sheriff is liable for the acts and omissions of itself, its employees and its agents. Nothing in this MOU will be construed as creating an employment or agency relationship between Court and Sheriff. Sheriff will determine the method, details, management, direction, supervision and means of performing the services, including, without limit, full control over the employment, direction, compensation, discipline and discharge of all persons utilized by Sheriff in the performance of the services. All matters incident to the performance of the services will be performed by and be the responsibility of Sheriff in Sheriff's sole but reasonable judgment and in accordance with the provisions of applicable labor agreements. Sheriff will be the appointing authority for all personnel provided to Court pursuant to this MOU. Private security staffs provided by private contract through the Court are not included in this MOU as Sheriff employees.

5.3 County and Sheriff have no authority of any kind to bind Court, and Court has no authority to bind County or Sheriff in any respect whatsoever other than the matters which the parties have expressly agreed to in this MOU or those matters subject to applicable laws, statutes, rules and regulations. Neither County nor Sheriff will act or attempt to act, or represent itself directly or by implication, as an agent of Court, or in any manner assume or create or attempt to assume or create any obligation on behalf of or in the name of Court. Court will not act or attempt to act, or represent itself directly or by implication, as an agent of County or Sheriff, or in any manner

assume or create or attempt to assume or create any obligation on behalf of or in the name of County or Sheriff

6. Dispute Resolution

6.1 If the parties disagree as to any matter governed by this MOU, the Sheriff will continue to provide the Security Services until the dispute is resolved. The parties will meet in good faith as set forth herein to resolve issues to their reasonable satisfaction.

6.2 Issues that may arise from this MOU will be resolved by the Court Executive Officer and the Court Services Commander. Pursuant to Government Code § 69926(c), the parties will meet in a good faith effort within 5 business days of either party requesting the meeting to resolve any issue arising under this MOU to the mutual satisfaction of all concerned. If the issue cannot be resolved at this level, the Presiding Judge and the Sheriff will meet in a good faith effort to resolve the matter. For each meeting, the designated representatives of the parties will have the authority to negotiate a resolution and recommend the resolution to the board of supervisors.

6.3 Any disputes between the parties that are not resolved as set forth above may be resolved by submission of the dispute to non-binding mediation. A mutually acceptable impartial mediator will be selected by the parties with the expenses to be borne equally by the parties in dispute. Nothing in this MOU precludes the parties from exercising their legal rights and remedies.

7. Miscellaneous Provisions

7.1 Entire MOU. This MOU sets forth the entire MOU between the parties with respect to the subject matter hereof and supersedes all other oral or written provisions for the services to be provided under this MOU.

7.2 Audits and Inspection of Records. Each party agrees to maintain for a period of not less than five (5) years, or if later, after a final audit has been resolved, and make available to the other party accurate books and accounting records relating to its obligations pursuant to this MOU. Each party will permit the other party to audit, examine and make excerpts from records related to matters covered by this MOU, whether funded in whole or in part under this MOU. The Sheriff will make available personnel time records, contractual records and other records related to the Security Services within a reasonable period of time, not to exceed 30 days from the initial date of the request. The costs of the audit will be the responsibility of the requesting party.

7.3 Indemnification. The parties waive the pro rata (per capita) allocation of risk that is otherwise applicable under Government Code § 895.6. Each party will indemnify and hold the other party harmless, to the maximum extent permitted by law, pursuant to Government Code § 895.4, from claims, damages, liabilities, costs and expenses, including attorneys' fees and costs, that arise out of that party's

performance of this MOU, except that neither party is responsible for that portion of a claim, damage, liability, cost or expense that occurs by reason of the wrongful acts or negligence or willful misconduct of the other party or of its agents, officials, or employees.

7.4 Severability. This MOU is subject to all applicable laws, statutes, rules and regulations. If any provision of this MOU is found by any court or other legal authority of competent jurisdiction, or is agreed upon in writing by Court and Sheriff, to be in conflict with any law, statute, rule or regulation, the conflicting provision will be null and void. The remainder of this MOU will continue in full force and effect.

7.5 Amendment or Modification. Except as otherwise provided in this MOU, the MOU may be amended or modified only in writing and with the prior written consent of the parties. The parties hereto understand and agree that, from time to time, state legislation may be passed and signed into law, or a rule, standard, or policy may be adopted for the trial courts, which may impact this MOU. Upon notice of any such new laws, rules, standards or policies, the parties hereto agree to give written notice as soon as practicable to the other party regarding any such law, rule, standard or policy that may materially modify this MOU. The parties hereto agree that within thirty (30) days after receipt of such notice they will meet and confer in good faith as prescribed in Government Code § 69926 to determine the local impact of such law, rule, standard or policy on this MOU and agree to amend this MOU accordingly to comply with the applicable law, rule, standard or policy as of the effective date of the applicable law, rule, standard or policy.

7.6 Authorized Agents. County's principal authorized agent will be Sheriff or Sheriff's duly authorized representative. Court's principal authorized agent will be the Presiding Judge of Court or the Presiding Judge's duly authorized representative.

7.7 Notices to the Parties. All notices, requests, demands, and other communications pertaining to this MOU must be in writing and will be deemed to have been duly given when hand delivered, or five (5) days after being deposited in the United States mail, if addressed to the respective parties or their successors as set forth below.

7.8 Cooperation. The Sheriff, County, and the Court will cooperate in good faith to implement this MOU, and agree to do such further acts and things and to execute and deliver such additional agreements and instruments as may be reasonably necessary to give effect to the purposes of this MOU and their parties' agreements hereunder.

7.9 Assignment. No party hereto will assign any of its rights or delegate any of its obligations hereunder without the prior written consent of the other parties.

7.10 Time of the Essence. Time is of the essence of every provision of this MOU.

7.11 Waiver. A waiver by any party hereto will be in writing and signed by the waiving party and will not be construed as a waiver of any succeeding breach of any covenant, agreement, restriction, or condition of this MOU. No failure to exercise and no delay in exercising any right or remedy hereunder will operate as a waiver thereof.

7.12 Subcontracting Restrictions, Non-Assignability. The parties agree that no court security service to be provided under this MOU may be assigned to any person or organization other than Sheriff and the Monterey County Sheriff's Office, nor may any subcontract for any such service be entered into without specific written amendment or subsequent agreement of all parties to this MOU.

7.13 Choice of Law. This MOU and the rights and obligations of the parties hereunder will be governed by, and construed and interpreted in accordance with, the laws of the State of California.

7.14 Calendar Days. Unless specifically stated to the contrary, all references to days herein will be deemed to refer to calendar days.

Signature Page Follows

IN WITNESS WHEREOF, the parties by their duly authorized representatives have caused this Memorandum of Understanding to be executed as of the date first written above.

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

By:_____
Honorable Carrie M. Panetta,
Presiding Judge

Date_____

SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

By: _____
Katy Grant,
Court Executive Officer

Date _____

COUNTY OF MONTEREY, SHERIFF'S OFFICE

By:_____
Tina Nieto,
Sheriff

Date _____

COUNTY OF MONTEREY, COUNTY COUNSEL'S OFFICE

By: _____
Susan Blitch,
County Counsel

Date _____

COUNTY OF MONTEREY, ADMINISTRATIVE OFFICE

By:_____
Sonia M. De La Rosa,
County Administrative Officer

Date _____

EXHIBIT A

SECURITY SERVICES

1. Sheriff Responsibilities

1.1 The Sheriff is responsible to the Court for all matters relating to its security, including security of courtrooms, facilities, and grounds. The Sheriff is responsible for working with the Presiding Judge, Court Executive Officer and the Court Security Committee to develop best practices and the court security plan required by Government Code § 69925.

1.2 The Sheriff will provide court security through its Court Services Division. The Sheriff's Court Services Commander is the designated representative of the Sheriff's Office and is responsible for overseeing the Sheriff's Office staff, the overall operation of the Court Services Security Division and is the liaison between the Court, private security contractors provided through the Court, and the Sheriff's Office.

1.3 Two Sheriff's Sergeants are responsible for the day-to-day supervision of the Court Services Security Division, including daily assignments, overtime management, and Court security operations.

1.4 Deputies assigned to the Court Security Unit are responsible to the Sheriff's Office and are under the supervision of the assigned Sergeants. Deputies are responsible for law enforcement, inmate management, and security in the courtroom.

2. Scope of Work

2.1 The Court Security Services provided by the Sheriff include, but are not limited to the following:

a. Bailiffs are peace officers as defined in Penal Code § 830.1, and function in criminal and non-criminal actions including, but not limited to, attending all Court sessions within Monterey County, which the Presiding Judge has determined is necessary for public safety;

b. Bailiff functions;

c. Taking charge of a jury as provided in Code of Civil Procedure § 613 and § 614;

d. Perimeter security including patrolling courthouse hallways, outside perimeters and Court offices when court is not in session;

e. Emergency response services (alarms, building evacuations, crowd control, etc.);

f. Opening and securing courtroom and building doors as necessary;

g. Closing and securing courtrooms and building doors as necessary. Bailiffs will close and lock courtroom doors at the conclusion of court hearings and after the visitors have left;

h. Public counter bench warrant arrests/remands, as necessary;

i. Escorting prisoners to holding cells within Court facilities;

j. Coordinate and interface with the entrance security screening program; work collaboratively with Court contracted unarmed security management and security officers.

k. Provide inmate custody status to Judicial Officers as requested.

l. Consulting services as requested by the Court regarding courthouse security issues;

m. Annual security training for Court staff, or as requested;

n. Maintenance of a court security plan required by Government Code § 69925, including a courtroom emergency incident and evacuation plan;

o. Respond to calls for service and/or duress alarms, in a timely manner.

2.2 Sheriff's personnel will conduct themselves in accordance with the Standards of Conduct set forth in the Sheriff's Office Policy Manual.

3. Staffing Levels and Assignments

3.1 The Superior Court's normal hours of operation are Monday through Friday, 8:00 am to 5:00 p.m., except recognized court holidays pursuant to California Code of Civil Procedure § 135 (see **Exhibit B**). A monthly night Court session, generally held on the last Monday of each month, is held at the Marina Division from 5:30 p.m. to 7:00 p.m.

3.2 The Sheriff will provide courtroom staffing during normal Court operation hours, and during all other statutorily mandated Court sessions, including but not limited to night Court at the Marina Traffic Division. The parties will work together in the spirit of mutual cooperation, to efficiently use Sheriff's personnel and to reduce overtime costs.

3.3 Commander. The Sheriff will assign one (1) full-time Commander, to provide direct supervision of the Sergeants and Deputies and oversee Court Security Services at all court locations. The Commander will be assigned to the Court Security Unit on a full-time basis. The parties agree to meet thirty (30) days prior to any proposed change being made to this position or schedule. Any change to this position or schedule shall be by mutual agreement.

3.4 Sergeants.

A. Assignment of Sergeants. Sheriff will assign two (2) full-time Sergeants to provide direct supervision of the Deputies and to oversee the Court Security Services in the five (5) Court locations: Salinas, King City, Monterey, Marina, and Juvenile. These positions will also be available to provide relief coverage as necessary. One Sergeant will be assigned to supervise security at the Salinas Courthouse, and one will be assigned to supervise all other court functions not located at the Salinas Courthouse. Both Sergeants will be assigned to the Court Security Division on a full-time basis. The parties agree to meet thirty (30) days prior to any change being made in the number or to the schedule of the Court Security Division Sergeants to discuss the proposed change and potential alternatives.

B. Selection of Sergeants. The Presiding Judge or designee may participate in the selection of Court Security Sergeants by reviewing the qualifications of the Sergeant applicants and meeting with the Sheriff's Court Services Commander. The Sheriff will consider the Presiding Judge's preferences in good faith. The final selection of the Sergeant remains with the Sheriff.

C. Administrative Sergeant. The Sergeant assigned as the Salinas courthouse sergeant will be designated as the Administrative Sergeant. The Administrative Sergeant is primarily responsible for the daily assignments. The Administrative Sergeant will be provided the necessary training and resources to ensure effective and appropriate management of overtime.

D. Attend Court Meetings. In addition to their other duties, the Sergeants will attend meetings regarding court security as requested by the Court.

3.5 Bailiffs

A. Number of Full-Time Equivalent (FTE) Deputy Sheriffs. The Sheriff will assign twenty (20) full-time deputy sheriffs to provide bailiff security services. This section does not address the number of Sheriff's Deputies that may be necessary to supervise or transport inmates.

B. Judicial Assignment. A deputy sheriff assigned to a bailiff position will be considered permanently assigned to his or her judicial officer and will not be

eligible for reassignment except for good cause, at the assigned judicial officer's discretion, or upon the assigned judicial officer's separation from office.

C. Deputy Reassignment. A deputy assigned as a bailiff will be reassigned at the written request of the judicial officer to whom he or she has been assigned. Nothing in this MOU prevents the Sheriff from making transfers for the good of the Sheriff's Office or Court after first discussing the proposed change with the Presiding Judge. The final determination of reassignment of a Deputy remains with the Sheriff.

D. Bailiff Selection Process. The Sheriff's Court Services Commander will maintain a list of bailiff candidates. A recruitment drive will be opened when there are 3 or fewer eligible candidates on a list from which the judicial officer may select. Upon notice of a bailiff vacancy, the Sheriff's Office will submit a list of qualified candidates to the judicial officer and the judicial officer will have the opportunity to interview and observe potential candidates in the courtroom setting. Specifically, the judicial officer may interview the candidates and select a maximum of three (3) candidates to continue in the selection process. The judicial officer may elect to have any of the three final candidates "try-out" in the courtroom for a maximum period of 24 hours each. The judicial officer may elect to select a candidate without a "try-out" period. The judicial officer may also select a deputy from within the Court Services Security Division not included in the eligible list if they have prior knowledge of who they would like to select. The judicial officer will make the final selection.

E. Duties. While their courtrooms are in session, the bailiffs will provide bailiff functions and other security services in the courthouse including supplemental security in other courtrooms, or roving deputy services. When courtrooms are not in session, bailiffs will remain on site and available for their respective judge. Any deputy sheriff assigned to Court Services may also perform additional judicial protection duties approved by the Court Services Commander and Presiding Judge.

EXHIBIT B

COURT HOLIDAYS

New Year's Day
Martin Luther King, Jr.
Lincoln's Birthday
President's Day
Cesar Chavez Day
Memorial Day
Juneteenth
Independence Day
Labor Day
Native American Day
Veterans Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

Introduced: 11/24/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Monterey Bay Aquarium Foundation ("Monterey Bay Aquarium") from January 6, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

RECOMMENDATION:

It is recommended that the Board of Supervisors:
Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Monterey Bay Aquarium Foundation ("Monterey Bay Aquarium") from January 6, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

SUMMARY:

Monterey County Free Libraries and the Monterey Bay Aquarium will partner to bring workshops, outreach, and other opportunities to Monterey County Free Libraries locations.

DISCUSSION:

Monterey County Free Libraries partners with various community organizations, non-profits, and other government agencies to bring a variety of programs, workshops, classes, and opportunities to the community via branch libraries. This increases and enhances opportunities in communities for free and local options for learning.

The Monterey Bay Aquarium offers workshops and classes, and is able to conduct some in branch library meeting rooms or other library spaces. The programs anticipated would not include live animals. As with our other non-profit partners, the opportunities would be scheduled by mutual agreement and operational capacity.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:

County Counsel has reviewed as to form. The Risk Manager has approved changes to the Terms from similar MOUs other non-profits have with Monterey County Free Libraries.

FINANCING:

Programs and opportunities provided by the Monterey Bay Aquarium will be offered to the public at no charge. Ancillary costs to Monterey County Free Libraries, such as promotion of these opportunities, will be absorbed into the Monterey County Free Libraries operational budget. There is no impact to the General Fund.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Ongoing opportunities for the community to have free and accessible educational and recreational options.

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

Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachments:
MOU Monterey County Free Libraries and Monterey Bay Aquarium

Introduced: 11/24/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the Library Director to enter into a Memorandum of Understanding ("MOU") with the Monterey Bay Aquarium Foundation ("Monterey Bay Aquarium") from January 6, 2025 - December 1, 2028 to offer programs, classes, and outreach to the community via public library locations

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Ongoing opportunities for the community to have free and accessible educational and recreational options.

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____ Safe and Resilient Communities
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Prepared by: Ava Rivera, Senior Account Clerk, x7559
Approved by: Hillary Theyer, Library Director, x7566

Attachments:
MOU Monterey County Free Libraries and Monterey Bay Aquarium

Docusign Envelope ID: 97564643-0131-494A-A545-40C0601E1390

Memorandum of Understanding between the County of Monterey on behalf of the Monterey County Free Libraries and the Monterey Bay Aquarium Foundation

This memorandum of understanding establishes a formal partnership between the County of Monterey (the "County"), on behalf of Monterey County Free Libraries (MCFL) and the Monterey Bay Aquarium Foundation (the "Monterey Bay Aquarium").

The goal of this partnership is to offer programs, activities and presentations at library facilities for the general public to educate the community about the ocean environment, wildlife and the work at Monterey Bay Aquarium, and to entertain and inspire our communities. Because libraries serve as community information centers and meeting spaces, and loan books on many topics related to the ocean, the collaboration is beneficial to both parties.

The Monterey Bay Aquarium plans to collaborate with Monterey County Free Libraries to use the meeting rooms or general library space to offer programs, activities and presentations. These programs will be free and open to the public.

RECITALS

WHEREAS, the mission of Monterey Bay Aquarium is to inspire conservation of the ocean

WHEREAS, the mission of MCFL is to bring ideas, inspiration, information, and enjoyment to our community. MCFL's vision is that Monterey County is a community where everyone has the opportunity to achieve their potential and pursue happiness.

WHEREAS, through collaboration, Monterey Bay Aquarium and MCFL are looking to expand program offerings at libraries to increase outreach to residents and enhance awareness of the ocean environment and conservation for adult and youth. Programs and activities may be presented by Monterey Bay Aquarium staff members and volunteers. The goal is to benefit community members, raise awareness about the local environment, encourage education about the ocean and the work of the Monterey Bay Aquarium, and to promote reading to fulfill the missions of both institutions.

WHEREAS, this partnership shall be beneficial to both organizations, and to the entire Monterey County community, which will benefit from learning more about the Monterey Bay Aquarium, marine life, ocean conservation, and library collections on related topics and more.

NOW THEREFORE, it is hereby agreed by and between the County and the Monterey Bay Aquarium as follows:

PURPOSE AND SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the use of library space to conduct the above activities.

RESPONSIBILITIES UNDER THIS MOU

The County shall undertake the following activities:

Docusign Envelope ID: 97564643-0131-494A-A545-40C0601E1390

- Provide access to MCFL facilities for Monterey Bay Aquarium staff, volunteers, or designees for identified activities.
- Allow designated Monterey Bay Aquarium staff and volunteers, facility access on mutually negotiated schedule and duration, to be determined in advance, and in accordance with any policies for space shared with Library operations, or other applicable community uses.
- Provide applicable support for Monterey Bay Aquarium activities, so long as it does not conflict or interfere with Library operations, or otherwise violate any applicable law, County policy, or other applicable agreement.
- Provide current and complete County and Library access and safety policies and protocols to Monterey Bay Aquarium members, and volunteers and provide training on any applicable County and Library access and safety policies and protocols.
- Provide an open channel of communication to and with Monterey Bay Aquarium members.

Monterey Bay Aquarium shall undertake the following activities:

- Ensure that County and Library access and safety policies and protocols are communicated to the Monterey Bay Aquarium members, and volunteers undertaking the designated Monterey Bay Aquarium activities.
- Ensure that all Monterey Bay Aquarium members, volunteers, and designees follow County and Library access and safety policies and protocols.
- Ensure that activities and programs are free of charge and open to the public.
- Help promote the Monterey Bay Aquarium and its programs, activities and presentations.
- Ensure that any additional permits, permissions, licenses or certifications applicable to the activity are obtained and in place.
- Ensure that any personally identifiable information required for MBA participants is collected, secured, or retained by MBA, and not shared with or represented as being collected by MCFL.
- Provide an open channel of communication to and with MCFL staff.

TERM

This MOU is in effect upon signing and will be for a term of three (3) years. This MOU may be terminated on terms mutually agreed upon by the parties, or upon 30 days advance written notice, without cause, by either party.

INDEMNITY

In consideration and furtherance of the above specified Monterey Bay Aquarium, 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 this MOU, 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 Monterey Bay Aquarium's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "Monterey Bay Aquarium performance" includes their action or inaction and the

Docusign Envelope ID: 97564643-0131-494A-A545-40C0601E1390

action or inaction of Monterey Bay Aquarium officers, employees, agents, invitees, volunteers, contractors, and subcontractors.

INSURANCE

Evidence of Coverage: Prior to commencement of this MOU, Monterey Bay Aquarium shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Endorsements executed by the insurance carrier shall accompany the certificate. This approval of insurance shall neither relieve nor decrease the liability of the Monterey Bay Aquarium.

Qualifying Insurers: All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Officer.

Insurance Coverage Requirements: Without limiting Monterey Bay Aquarium's duty to indemnify, Monterey Bay Aquarium 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, 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.

• 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.

• Workers' Compensation Insurance, if Monterey Bay Aquarium 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.

Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an 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 Monterey Bay Aquarium completes all the work or performs all the services under this Agreement. Each policy shall provide coverage for Monterey Bay Aquarium and additional insureds with respect to claims arising from each subcontractor, if performing work or services 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 name the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the Monterey Bay Aquarium's work, including ongoing and completed operations, and shall

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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 Monterey Bay Aquarium's insurance. Prior to the execution of this Agreement by the County, Monterey Bay Aquarium shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the Monterey Bay Aquarium has in effect the insurance required by this Agreement.

The Monterey Bay Aquarium 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. Monterey Bay Aquarium shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall Monterey Bay Aquarium shall have five (5) calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by Monterey Bay Aquarium to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this MOU immediately. Monterey Bay Aquarium shall be a licensed, bonded and a properly insured (or permissibly self-insured) contractor, and be responsible for restoring the Property to a condition acceptable to the County upon completion of its purpose for using the Property.

NON-DISCRIMINATION/COMPLIANCE WITH APPLICABLE LAWS

During the term of this MOU, Monterey Bay Aquarium and their employees, agents, and/or 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, or sexual orientation. Monterey Bay Aquarium agrees to comply with all federal, state and local laws, regulations and ordinances of these authorities, including any health and safety orders or requirements issued by local or state authorities.

GOVERNING LAW

This MOU shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

ASSIGNMENT

Monterey Bay Aquarium shall not assign or transfer interest in this MOU to any other parties without written consent from the County.

Docusign Envelope ID: 97564643-0131-494A-A545-40C0601E1390

AUTHORITY

The Parties signing this MOU certify they have proper authorization to do so.

Name: DocuSigned by: Ann Marie Nemanich C1CF94A3254E459... *Date:* 11/25/2025

Name: Ann Marie Nemanich *Title:* Chief Financial Officer
Monterey Bay Aquarium

Name: _____ *Date:* _____
Hillary Theyer, Library Director
Monterey County Free Libraries

Introduced: 12/8/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Chief Contracts and Procurement Officer or designee, under the terms of Region 4 Education Service Center OMNIA Cooperative Agreement R241205, to execute a retroactive non-standard Agreement with Xerox Corporation to provide a multi-functioning Xerox C8170H2 copier for the Elections Department for the term retroactive to November 1, 2025 to October 31, 2028 for a total amount not to exceed $10,000; and
b. Accept the non-standard terms and conditions contained in the vendor's contract pursuant to the recommendation of the Registrar of Voters; and
c. Authorize the Chief Contracts and Procurement Officer or designee to execute up to two (2) future amendments to the Agreement, extending the agreement by one (1) year each, where the amendments do not significantly change the scope of services and where the additional costs do not exceed more than 10% ($1,000) of the original agreement amount of $10,000 for an aggregate do not exceed amount of $11,000.

RECOMMENDATION:
It is recommended that the Board of Supervisors:

a. Authorize the Chief Contracts and Procurement Officer or designee, under the terms of Region 4 Education Service Center OMNIA Cooperative Agreement R241205, to execute a retroactive non-standard Agreement with Xerox Corporation to provide a multi-functioning Xerox C8170H2 copier for the Elections Department for the term retroactive to November 1, 2025 to October 31, 2028 for a total amount not to exceed $10,000; and
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SUMMARY
The Elections Department currently has one Xerox copier model C8170H2 with Xerox Corporation (the Vendor) that provides copy, print and scanning capabilities essential to the Department's

functions.

DISCUSSION:
This Agreement replaces a previous countywide contract with the Vendor that governed the original copier lease. The countywide contract ended during the Department's lease period with the Vendor and requires the Department to secure a new contract mid-lease. Given this opportunity, the Department reviewed alternative vendors and pricing and determined that Xerox Corporation offered the most competitive pricing for the required services. Negotiations with the Vendor to secure discounted pricing under a cooperative agreement required additional time and acceptance of non-standard terms and conditions; therefore, this agreement is retroactive from November 1, 2025 through October 31, 2028.

The Agreement will enable the Department to sustain daily operations and support essential employee tasks. During election periods, the copier's high-volume capacity ensures greater efficiency in reviewing ballot and voter guide design/formatting as well as upholding quality control throughout the ballot and voter guide review process.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
County Counsel has reviewed and approved as to form and by the Auditor-Controller regarding payment provisions.

FINANCING:
Funding for this agreement is incorporated into Elections FY 2025-26 budget. There is no additional cost to the County General Fund. Funding for subsequent years will be incorporated into future budgets.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
Mark a check to the related Board of Supervisors Strategic Plan Goals:

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

If does not fall under any of the above Board of Supervisors Strategic Plan Goals (Other):

_X_ Administrative
This item is in line with the Board's vision for providing efficient service and cost neutral administration.

Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Attachment A - Lease Agreement

Attachment B - Region 4 Education OMNIA Cooperative Contract R241205

Introduced: 12/8/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

a. Authorize the Chief Contracts and Procurement Officer or designee, under the terms of Region 4 Education Service Center OMNIA Cooperative Agreement R241205, to execute a retroactive non-standard Agreement with Xerox Corporation to provide a multi-functioning Xerox C8170H2 copier for the Elections Department for the term retroactive to November 1, 2025 to October 31, 2028 for a total amount not to exceed $10,000; and
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Prepared by: Mary Kikuchi, Management Analyst II, x1491
Approved by: Gina Martinez, Registrar of Voters, x1499

Attachments:
Attachment A - Lease Agreement
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Lease Agreement

xerox™

Customer: COUNTY OF MONTEREY

BillTo: COUNTY OF MONTEREY
ELECTIONS DEPT
ACCOUNTS PAYABLE
1441 SCHILLING PL
SALINAS, CA 93901-4527

Install: COUNTY OF MONTEREY
ELECTIONS DEPARTMENT
NORTH BLDG
1441 SCHILLING PL
SALINAS, CA 93901-4527

State or Local Government Negotiated Contract : 072855200

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1.	**C8170H2 (SOT - XEROX C8170H2)** S/N EFQ497245 - 1 Line Fax - High Capacity Feeder - Office Finisher - 2/3 Hole Punch	Lease Term: 36 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 950170456 for C8170H2 S/N EFQ497245 as of payment 30.	11/1/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8170H2	$154.16	1: Black and White Impressions	All Prints	$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$154.16	Minimum Payments (Excluding Applicable Taxes)			

This lease agreement includes the attached Exhibit A.

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: _____ Phone: (831)796-1491

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Julie Sanderson
(510)606-0669

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

1 4 0 4 2 5 9 0 1 0 0 1 0 0 2 0

Lease Agreement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee, which will be financed under this Agreement, for the modification of a prior agreement.

GOVERNMENT TERMS:

3. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

4. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

5. OVERSIZE PRINTS. Each print made on the following Equipment; C8170H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

6. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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EXHIBIT-A

To Agreement by and between
Monterey County Elections, hereinafter referred to as "County"
AND
Xerox Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide maintenance, supplies and replacement, as needed, for a multi-function Xerox C8170H2 copier with high-capacity feeder, 1 line fax, office finisher, 2/3 hole punch, customer ED and analyst services on a thirty six month service term.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $10,000 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:

Black & white impressions $0.0051
Color impressions $0.0506
Base Lease Rate $154.16

CONTRACTOR shall abide pricing based on Exhibit C, Cooperative Agreement with Region 4 Education Service Center in partnership with OMNIA Partners Contract #R241205. The Elections Department is utilizing the membership established by the Department of Social Services with OMNIA Partners approved by the Board of Supervisors on June 25, 2024

There shall be no travel reimbursement allowed during this Agreement.

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.3 RIGHT TO CANCEL AGREEMENT

CONTRACTOR agrees that if funds are not appropriated each fiscal year to the agency for the purpose of making payments, the agency shall be authorized, upon thirty (30) days written notice to the Contractor, to terminate this agreement. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the contract.

C. ORDER OF PRECEDENCE

C.1 This Agreement is subject to the terms and conditions of OMNIA Partners Contract #R241205 (“OMNIA Contract”) which is incorporated to this Agreement by its sole reference. In the event of any conflict between this contract and its exhibits, the order of precedence shall be this Contract followed by OMNIA Contract.

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IN WITNESS WHEREOF, the undersigned hereby execute this Lease Agreement on behalf of the parties as of the date first above written.

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: DocuSigned by: Anne Brenton A46091E5DE63489... (DocuSigned)

County Counsel

Date: 12/3/2025 | 3:37 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EE64E57454E6... (DocuSigned)

Auditor/Controller

Date: 12/4/2025 | 8:23 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

XEROX CORPORATION

_____

Contractor/Business Name *

By: Chaley H (Docusigned)

(Signature of Chair, President, or Vice-President)

Chaley Henderson, Finance Director

Name and Title

Date: 12/02/2025

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____

Name and Title

Date: _____

To: Rodney Watson, Ph.D.
Executive Director

From: Adam Tabor, MBA, RTSBA
Director, Procurement

Date: February 25, 20XX

Re: Digital Workspace Solutions; RFP # 24-12

The Evaluation Committee has reviewed the responses and recommend that the following companies be awarded:

- Dex Imaging, LLC
- Konica Minolta Business Solutions U.S.A., Inc.
- KYOCERA Document Solutions America
- Toshiba America Business, Inc.
- Xerox Corporation

The recommended vendors submitted offers that were determined to be most advantageous to OMNIA Partners, Public Sector members, based upon the bid tabulation. All the recommended respondents were determined to be competitively priced and strong for the specified services outlined in the RFP.

We believe all recommended vendors demonstrate the ability to provide and perform the services requested in the proposal. We will monitor their performance and determine at the end of each year if they are eligible for renewal with each new term.

This multiple award is recommended as most advantageous as it limits contract awards to the least number of suppliers necessary to meet the requirements of OMNIA Partners, Public Sector members. In order to serve the entire nation, a multiple award is recommended to provide any governmental agency with complete coverage of commodities, services and any other offering within the scope of proposal.

Please let me know if you have any questions.

Region 4 Education Service Center

Contract # R241205

for

Digital Workspace Solutions

with

Xerox Corporation

Effective: June 1, 2025

The following documents comprise the executed contract between the Region 4 Education Service Center and Xerox Corporation effective June 1, 2025:

I. Vendor contract and Executed Offer and Signature Form
II. Supplier's Response to the RFP

APPENDIX A

CONTRACT

*This Contract ("**Contract**") is made as of February 25,2025 by and between Xerox Corporation ("**Contractor**") and Region 4 Education Service Center ("**Region 4 ESC**") for the purchase of Digital Workspace Solutions ("the products and services").*

RECITALS

WHEREAS, Region 4 ESC issued Request for Proposal Number 24-12 for ("RFP"), to which Contractor provided a response ("**Proposal**"); and

WHEREAS, Region 4 ESC selected Contractor's Proposal and wishes to engage Contractor in providing the services/materials described in the RFP and Proposal;

WHEREAS, both parties agree and understand the following pages will constitute the Contract between the Contractor and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Contractor included, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations are incorporated into the Contract.

WHEREAS, this Contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Contract will provide that any state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**") may purchase products and services at prices indicated in the Contract upon the Public Agency's registration with OMNIA Partners.

1) Term of agreement. The initial term of the Contract is for a period of **five 5) years** unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to **five (5) years in one-year increments** after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term.

2) Scope: Contractor shall perform all duties, responsibilities and obligations, set forth in this agreement, and described in the RFP, incorporated herein by reference as though fully set forth herein.

3) Form of Contract. The form of Contract shall consist of this Contract, any Purchase Order (or other similar document agreed to in writing by Region 4), Region 4's Standard Terms and Conditions for Procurement Solicitations, the RFP and any Addenda, Region 4's Electronic Bid Certifications, the Offeror's Best and Final Offer(s), as accepted by Region 4, and the Offeror's Proposal, as accepted by Region 4, each instrument incorporated herein by reference.

4) Order of Precedence. In the event of a conflict in the provisions of the Contract as accepted by Region 4 ESC, the following order of precedence shall prevail:

   i. This Contract,
   ii. Any Purchase Order (or other such similar document agreed to in writing by Region 4),
   iii. Region 4's Standard Terms and Conditions for Procurement Solicitations,
   iv. RFP and any Addenda,
   v. Region 4's Electronic Bid Certifications,
   vi. Offeror's Best and Final Offer, as accepted by Region 4, and
   vii. Offeror's proposal, as accepted by Region 4.

5) Commencement of Work. The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order for such work or is otherwise directed to do so in writing by Region 4 ESC.

6) Entire Agreement (Parol evidence). The Contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.

7) Assignment of Contract. No assignment of Contract may be made without the prior written approval of Region 4 ESC. Contractor is required to notify Region 4 ESC when any material change in operations is made (i.e., bankruptcy, change of ownership, merger, etc.).

8) Novation. If Contractor sells or transfers all assets or the entire portion of the assets used to perform this Contract, a successor in interest must guarantee to perform all obligations under this Contract. Region 4 ESC reserves the right to accept or reject any new party. A change of name agreement will not change the contractual obligations of Contractor.

9) Contract Alterations. No alterations to the terms of this Contract shall be valid or binding unless authorized and signed by Region 4 ESC.

10) Adding Authorized Distributors/Dealers. Contractor is prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under the Contract without notification and prior written approval from Region 4 ESC. Contractor must notify Region 4 ESC each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to the Contractor unless otherwise approved by Region 4 ESC. Pricing provided to members by added distributors or dealers must also be less than or equal to the Contractor's pricing.

11) TERMINATION OF CONTRACT

a) Cancellation for Non-Performance or Contractor Deficiency. Region 4 ESC may terminate the Contract if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this Contract due to failure by Contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to Contractor for acting or failing to act in any of the following:

i. Providing material that does not meet the specifications of the Contract;
ii. Providing work or material was not awarded under the Contract;
iii. Failing to adequately perform the services set forth in the scope of work and specifications;
iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
v. Failing to make progress in performance of the Contract or giving Region 4 ESC reason to believe Contractor will not or cannot perform the requirements of the Contract; or
vi. Performing work or providing services under the Contract prior to receiving an authorized purchase order.

Upon receipt of a written deficiency notice, Contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in Contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by Contractor under the Contract shall immediately become the property of Region 4 ESC.

b) Termination for Cause. Conditions of cancellation are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “NON-PERFORMANCE /TERMINATION OF CONTRACT”.

c) Delivery/Service Failures. Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the Contract to be terminated. In the event Region 4 ESC must purchase in an open market, Contractor agrees to reimburse Region 4 ESC, within a reasonable time period, for all expenses incurred.

d) Force Majeure. Conditions of Force Majeure are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “FORCE MAJEURE”.

e) Standard Cancellation for Convenience. Region 4 ESC may cancel this Contract in whole or in part for convenience and without cause by providing written notice. Such cancellation will take effect 30 calendar days after Region 4 sends the notice of cancellation. After the 30th calendar day all work will cease following completion of final purchase order, provided that when Region 4 may in its sole discretion direct Contractor to cease performance of the contract at any time during the 30 day notice period, in which case Contractor shall discontinue any further charges to Region 4.

12) Licenses. Maintenance of licenses are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “LICENSES AND PERMITS; PERFORMANCE”.

13) Survival Clause. Conditions of survival are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled “SURVIVAL”.

14) Delivery. Conforming products shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period, the Contractor must receive authorization for the delayed delivery. The order may be canceled by Region 4 if the estimated shipping time is not acceptable. All deliveries shall be freight prepaid, F.O.B. Destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

15) Inspection & Acceptance. If defective or incorrect material is delivered, Region 4 ESC may make the determination to return the material to the Contractor at no cost to Region 4 ESC. The Contractor agrees to pay all shipping costs for the return shipment. Contractor shall be responsible for arranging the return of the defective or incorrect material.

16) Payments. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.

17) Price Adjustments. Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval.. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC. Should it become necessary or proper during the term of this Contract to make any change in design or any alterations that will increase price, Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the Contract shall be paid without prior approval. All price increases must be supported by manufacturer documentation, or a formal cost justification letter. Contractor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC. It is the Contractor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was provided and accepted in the Contractor's proposal.

    Price reductions may be offered at any time during Contract. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all users equally; 2) reduction is for a specific period, normally not less than thirty (30) days; and 3) original price is not exceeded after the time-limit. Contractor shall offer Region 4 ESC any published price reduction during the Contract term.

18) Audit Rights. Audit rights are addressed in the General Terms and Conditions set forth by Region 4 ESC in the section titled "RIGHT TO AUDIT".

    Discontinued Products. If a product or model is discontinued by the manufacturer, Contractor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model. It shall be up to the end user whether to accept the substitution or not.

19) New Products/Services. New products and/or services that meet the scope of work may be added to the Contract. Pricing shall be equivalent to the percentage discount for other products. Contractor may replace or add product lines if the line is replacing or supplementing products, is equal or superior to the original products, is discounted similarly or greater than the original discount, and if the products meet the requirements of the Contract. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

20) Options. Optional equipment for products under Contract may be added to the Contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.

21) Warranty Conditions. All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing. Longer warranty periods and other specifications may be required if indicated herein or through supplemental terms by Region 4.

22) Site Cleanup. Contractor shall clean up and remove all debris and rubbish resulting from their work as required or directed. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean, safe and unobstructed condition.

23) Site Preparation. Contractor shall not begin a project for which the site has not been prepared, unless Contractor does the preparation work at no cost, or until Region 4 ESC includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

24) Registered Sex Offender Restrictions. For work to be performed at schools, Contractor agrees no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Contractor agrees a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at Region 4 ESC's discretion. Contractor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge. This requirement is in addition to other provisions contained in this RFP related to criminal history information.

25) Safety measures. Contractor shall take all reasonable precautions for the safety of employees on the worksite and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Contractor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

26) Smoking. Persons working under the Contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.

27) Stored materials. Upon prior written agreement between the Contractor and Region 4 ESC, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Region 4 ESC prior to payment. Such materials must be stored and protected in a secure location and be insured for their full value by the Contractor against loss and damage. Contractor agrees to provide proof of coverage and additionally insured upon request. Additionally, if stored offsite, the materials must also be clearly identified as property of Region 4 ESC and be separated from other materials. Region 4 ESC must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary. Until final acceptance by Region 4 ESC, it shall be the Contractor's responsibility to protect all materials and equipment. Contractor warrants and guarantees that title for all work, materials and equipment shall pass to Region 4 ESC upon final acceptance.

28) Funding Out Clause. A Contract for the acquisition, including lease, of real or personal property is a commitment of Region 4 ESC's current revenue only. Region 4 ESC retains the right to terminate the Contract at the expiration of each budget period during the term of the Contract.

29) **INDEMNITY. CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST THIRD PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES TO THE EXTENT SUCH INJURT OR DAMAGE WAS FOUND BY A COURT OR ADMINSITRATIVE AGENCY OF A COMPETENT JURISDICTION TO HAVE BEEN PROXIMATELY CASUSED BY THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. CONTRACTOR WILL NOT INDEMNIFY REGION 4 AND ITS ADMINISTRATORS DUE TO ANY NEGLIGENT OR WILFUL ACT ON THE PART OF REGION 4, ITS ADMINISTRATORS, OFFICERS, EMPLOYEES, OR AGENTS. ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.**

Region 4 shall provide written notice of any claim or action and allow Contractor to select attorneys of its own choice to appear and defend the claim or action. Contractor shall be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on CONTRACTOR'S relative culpability.

To the extent authorized by the law and constitution of the State of Texas, Contractor shall be not liable for any indirect, special, incidental, consequential damages, including without limitation loss of profits, or punitive damages whether based on contract, tort, or any other legal theory and irrespective of whether Contractor has notice of the possibility of such damages.

Contractor's total liability to Region 4 and its Administrators for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, shall not, in the aggregate, exceed the amount actually paid to Contractor under the Agreement.

30) Marketing. Contractor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this Contract by Contractor must have prior approval from Region 4 ESC.

31) Certificates of Insurance. Should the original or addended proposal solicitation identify insurance is required to perform a work, certificates of insurance shall be delivered to the Region 4 ESC prior to commencement of work. The Contractor shall give Region 4 ESC a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The Contractor shall require all subcontractors performing any work to maintain coverage as specified.

32) Legal Obligations. It is Contractor's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services and shall comply with all laws while fulfilling the Contract. Applicable laws and regulation must be followed even if not specifically identified herein.

REGION 4 EDUCATION SERVICE CENTER
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS

These Standard Terms and Conditions for Procurement Solicitations ("Terms and Conditions" or "General Terms and Conditions"); the terms and conditions specified in REGION 4 EDUCATION SERVICE CENTER'S Contract with VENDOR; any Purchase Order (or other similar document agreed to in writing by Region 4); the procurement solicitation and any addenda, exhibits or forms to same ("RFP") (if any); the REGION 4 ESC Electronic Bid Certifications; and the portions of VENDOR'S proposal submitted in response to the RFP, including any best and final offers, that were accepted by REGION 4 ESC represent the basis for VENDOR to deliver the required goods and/or services. In the event of a conflict or inconsistency between or among the documents that form the entire agreement, the following order of precedence shall control: (1) the Contract; (2) any Purchase Order (or other similar document agreed to in writing by Region 4); (3) these Terms and Conditions; (4) the RFP and any Addenda; (5) Region 4's Electronic Bid Certifications; (6) VENDOR's Best and Final Offer, as accepted by Region 4; and (7) the portions of VENDOR'S proposal submitted in response to the RFP that were accepted by REGION 4 ESC. The Contract supersedes all prior offers, negotiations, exceptions, and understandings, whether oral or in writing.

GENERAL TERMS AND CONDITIONS

1 PROPOSAL PREPARATION

.1 **Contract for Purchase**

The Contract(sometimes referred to as "Contract" or "Agreement") constitutes a binding contract between REGION 4 Educational Service CENTER ("REGION 4 ESC", "REGION 4" or "CENTER") and the VENDOR ("VENDOR"), having submitted a proposal in response to a procurement solicitation issued by REGION 4 ESC and whose proposal has been accepted and awarded by REGION 4 ESC, to furnish the goods and/or services specified on the face of the Agreement. This Agreement shall govern each purchase by REGION 4 ESC from VENDOR and is part of the terms and conditions of any purchase order or other similar document agreed to in writing by Region 4 issued in connection with this solicitation.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN ANY VENDOR FORM, PROPOSAL AND/OR OTHER DOCUMENTATION, THE TERMS AND CONDITIONS OF THE AGREEMENT AS INTEGRATED HEREIN SHALL BE CONTROLLING IN ALL INSTANCES. No pre-published terms on VENDOR'S order acknowledgments, invoices, or other forms shall have any force or effect. Acceptance of the VENDOR'S goods and/or services does not equal acceptance of any of the terms and conditions or other contractual provisions which may be stated in the VENDOR'S forms, proposals, and/or other documentation, except as specifically provided herein.

Notwithstanding anything to the contrary contained in these Terms and Conditions, upon the CENTER'S acceptance of a proposal, the VENDOR and the CENTER will have entered a binding contract. A solicitation/proposal does not become a contract unless and until it is accepted in writing by REGION 4 ESC after all necessary approvals, including any required approval by the REGION 4 ESC Board of Directors. The Agreement is enforceable from the time of the CENTER'S acceptance, without regard to the time of notification to the VENDOR of such acceptance.

.2 **Waiver of Preparation Costs and Claims**

By submitting a proposal, Offeror expressly agrees to waive any claim it has or may have against REGION 4 ESC, its directors, officers, its trustees, or agents arising out of or in connection with (1) the receipt, handling, administration, evaluation, recommendation of any proposal; (2) any requirements under the solicitation, proposal package, or related documents; (3) the rejection of any proposal or any part of any proposal; and/or (4) the award of a Contract, if any.

REGION 4 ESC shall not be responsible or liable for any costs incurred by Offerors or the successful Offeror in connection with responding to the RFP, preparing for oral presentations, preparing and submitting a proposal, entering or negotiating the terms of a Contract, or any other expenses incurred by an Offeror. The Offeror is wholly responsible for any such costs and expenses and shall not be reimbursed in any manner by REGION 4 ESC.

.3 **Confidentiality**

Trade secrets and confidential information in the proposals must be clearly identified. If a VENDOR believes that a proposal is, or parts of a proposal are confidential, then the business organization must specify. The VENDOR must stamp in bold letters or watermark the term “CONFIDENTIAL” on that part of the proposal that the bidder believes to be confidential. The successful proposal may be considered public information even though parts are marked confidential. Copyrighted proposals are unacceptable and will be disqualified as unresponsive.

.4 **Preparation Guidance**

A representative of the proposing entity authorized to enter into contracts on behalf of the proposing entity must manually sign proposals in ink or electronically, as applicable. The person signing the proposal must indicate their title along with their signature. Proposals received without proper signatures will not be considered. At times, more readily editable versions of documents will be provided where necessary to facilitate the ease of providing information back to the CENTER for all VENDORS. **ALL DOCUMENTS SET FORTH IN THIS PROPOSAL SOLICITATION SHALL REIGN OVER ALTERED VERSIONS PROVIDED BY THE PROPOSER UNLESS SUCH DEVIATIONS OR MODIFICATIONS ARE DOCUMENTED AND SWORN TO ON THE PRESCRIBED AND PROVIDED DEVIATION/COMPLIANCE/ACKNOWLEDGEMENT FORM INCLUDED IN THE PROPOSAL REQUEST AND ACCEPTED IN WRITING BY REGION 4.**

VENDORS or their authorized representatives are expected to fully inform themselves of the terms, conditions, requirements, and specifications of this invitation before submitting proposals. Failure to do so will be at the VENDOR’s own risk. The law makes no allowance for errors of omission or commission on the part of the proposal companies; furthermore, the VENDOR cannot secure relief on the plea of error or ignorance concerning any requirement included in the proposal invitation.

If a pre-proposal meeting is held, that information will be indicated on page one (1) of the Notice to Propose or indicated explicitly in the electronic bidding portal. VENDORS are welcome to attend the proposal opening via Zoom at the date and time indicated in this proposal solicitation; however, VENDOR presence is not required, and no weight or other consideration toward any award decision will be given to any VENDOR s’ attendance or absence at the proposal opening. The form and content of the proposal recaps will be at the sole discretion of the management and staff of REGION 4.

Proposals shall be submitted only on the forms provided by REGION 4. Deviations from the General Conditions and Specifications shall be conspicuously noted in writing by VENDOR and included in the proposal.

Small and Minority Firms, Women's Business Enterprises, and Labor Surplus Area firms are especially invited to submit proposals.

2 STATEMENT OF INCLUSION/APPLICABILITY

These General Terms and Conditions apply to all proposal invitations issued by REGION 4. By this inclusion, they become an integral part of any contract awarded or purchase order issued in association with this proposal invitation.

3 GENERAL TERMINOLOGY

Throughout this document, the terms “Member," "Participating Member," etc., are used interchangeably to mean "the collective, cooperative association and the related activities of the management and staff of REGION 4 and any one or all of its participating school entity or other cooperative members and their management and staff."

The section titles contained in these Terms and Conditions document are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of the provisions of any section of this document.

No number listing of factors, or organization of subject matter or criteria in this document constitutes an order of preference, precedence, or importance unless specifically stated to the contrary.

4 CONTRACT PERIOD

The term length for any contract resulting from any award under this proposal is stated in the Contract, RFP, Purchase Order or other Contract document, as applicable. Unless otherwise indicated in these Terms and Conditions, all proposal pricing will be firm throughout the Contract period.

5 ADDENDUMS

REGION 4 reserves the right to revise and amend the specifications before the date set for the bid opening. It is the responsibility of each VENDOR, before submitting their proposal, to review https://region4esc.ionwave.net to determine if any addendums have been issued.

If any changes to this proposal invitation occur after the original proposal invitation, the changes or corrections to this invitation will be made by addendum, and any updated information contained in any addendum will prevail over the information contained in the original proposal invitation or any previous addendum.

Each addendum will be sent to all entities that have received a copy of this proposal invitation. REGION 4 or their appointed representative is the sole authority for issuing any addendum related to this proposal. Any communications from any person or entity other than REGION 4 regarding any matters related to this proposal are invalid and will not influence this proposal invitation.

Each addendum must be acknowledged and signed by the VENDOR. The addendum acknowledgment form must be submitted along with the proposal submission before the bid opening date and time indicated the proposal solicitation.

6 CHANGES AND AMENDMENTS

This Agreement may be changed or amended only by the mutual agreement of the parties, in writing to be attached to and incorporated in this Agreement. No such changes or amendments shall have any effect unless and until a written amendment to this Agreement is executed by REGION 4 ESC’s Executive Director (or designee) after any necessary approvals have been obtained from the REGION 4 ESC Board of Directors.

7 REQUESTS FOR EXPLANATION/INTERPRETATION

Any explanation desired by a prospective VENDOR regarding the meaning or interpretation of any part of the proposal documents must be requested in writing to the REGION 4 ESC Procurement Contract Specialist identified in this solicitation at least five (5) REGION 4 ESC business days prior to the date set to receive proposals, in order to allow a response to reach all prospective VENDORS s before the submission of their proposals. Any REGION 4 ESC response, interpretation, correction, approval, supplemental instruction or change to the proposal documents will be made in the form of a written addendum and will be posted at the location where the original bid solicitation was accessed. Sole authority for issuing addenda shall be vested in the REGION 4 ESC Procurement Department. All interpretations and/or clarifications considered necessary by and approved by the CENTER in response to a prospective VENDOR'S written request will be issued by such addenda; verbal requests for clarification or additional information will not be addressed.

Receipt of any addenda issued by the CENTER shall be acknowledged by all prospective VENDORS s with their proposal submissions. The CENTER reserves the right to reject any proposal due to its failure to incorporate addenda, and the CENTER further reserves the rights: to waive any and/or all formalities, irregularities, and/or technicalities; to be the sole judge of quality and suitability; and to accept any proposal and/or to reject any or all proposals or part(s) of a proposal, without reason or cause. The issuance of the procurement solicitation in no way obligates REGION 4 ESC to award, enter into an agreement, or purchase any goods and/or services.

8 SPECIFICATIONS

Specifications have been developed by REGION 4 and are intended to give information on the type and kind of service requested. Catalog numbers, brand names, or manufacturer's product or reference numbers used in the item specifications are intended to be descriptive, not restrictive. These references, as well as "approved brands" listed, are intended to identify and indicate the type of product being sought and establish the level of quality desired. If any conflict exists in the item s VENDOR specifications between the product descriptions and any brand names, models, or reference numbers used, the product descriptions will override the brand names or model number references.

Most proposals on brands of equivalent nature and quality will be considered, provided a reputable manufacturer regularly produces them. However, in some cases, REGION 4 may find it advantageous to standardize equipment and supplies by the manufacturer to achieve efficiencies in procurement, repair, and operation, match existing stock, or satisfy other requirements. In these cases, the specific products identified as "approved brands" will be preferred, especially if all other evaluation factors are equal. For this reason, where particular brands or models are identified, the VENDOR should propose the specified item and an alternate brand or model where desired.

The apparent silence of the specifications as to any detail or the evident omission from any specification of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices shall prevail. All interpretations of the specifications shall be made based on this statement.

If you discover or suspect an error in the item specifications in this proposal invitation, please note it as part of your response. We will attempt to correct errors for future proposal invitations.

9 CONTRACTOR'S RESPONSIBILITY

Before submitting a proposal, VENDORS shall carefully examine the specifications and related documents, visit the site(s) of the work and fully inform themselves as to all existing conditions and limitations, and shall include in the proposal a sum to cover the cost of all items included in the contract. The VENDOR, if awarded the contract, shall be allowed no extra compensation by reason of any matter or thing which the VENDOR might have or should have fully informed himself prior to the deadline. The submission of a bid indicates that the contractor has visited the site(s), familiarized themselves with the local conditions under which the work is to be performed, and correlated their observations with the requirements of the contract documents.

Supervise and direct the work and be solely responsible for all methods, techniques, procedures, and coordination of the work under this contract.

Initiate, maintain, and supervise safety precautions in connection with the work. The contractor shall obtain approval from the Facility Director for the location of equipment, supplies, and access during the work.

Take all precautions necessary for the safety of and provide protection to prevent damage, injury, or loss to:

- All employees on the premises and all other people who may be affected thereby.
- All the work and all materials to be incorporated therein, whether in storage on or off the site.
- All property at and adjacent to the sites, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities. All property damaged due to work operations shall be restored by the contractor to its original condition at no charge.
- Please comply with all applicable laws, ordinances, rules, regulations, and orders of all public authorities having jurisdiction for the safety of persons and property to protect them from damage, injury, and loss.
- Secure all necessary licenses and permits required to perform the work.
- All work shall take place in accordance with the contract documents, be completed in all parts, and be in accordance with approved practices and customs.

10 SUBCONTRACTORS

The VENDOR shall not subcontract services provided in this solicitation without prior written approval by REGION 4 ESC. If the CENTER gives written permission for VENDOR to use subcontractor(s) in the performance of any part of this Agreement, VENDOR shall ensure that each subcontractor complies with all provisions of this Agreement and shall be fully responsible to REGION 4 ESC for all acts and omissions of the subcontractors, just as VENDOR is responsible for VENDOR'S own acts and omissions. VENDOR shall require each subcontractor to maintain and to furnish VENDOR with satisfactory evidence of Workers Compensation, Employer's Liability, and such other forms and amounts of insurance which VENDOR deems reasonably adequate. VENDOR shall remain liable for the acts and omissions of such subcontractor(s) and the proper performance and delivery of all goods and services under this Agreement. Nothing in this Agreement shall create for the benefit of any such subcontractor any contractual relationship between REGION 4 ESC and any such subcontractor, nor shall it create any obligation on the part of REGION 4 ESC to pay or to see to the payment of any moneys due any such subcontractor except as may otherwise be required by law.

11 INSURANCE REQUIREMENTS

VENDOR shall comply with all of the CENTER'S insurance requirements. VENDOR shall carry and maintain in full force and effect, for the duration of this Agreement, the following insurance coverages, in the amount(s) set out in the sub-sections that follow and with responsible insurer(s) (rated A or better by A.M. Best) acceptable to the CENTER: Workers' Compensation; Employers' Liability; Commercial General Liability; Automobile Liability; and Umbrella Liability. VENDOR'S insurance coverage shall be in accordance with the following requirements:

.1 VENDOR shall cause the insurance policies to: provide that any losses will be payable notwithstanding any act or negligence of the CENTER or any other person; provide that the insurer will have no right of subrogation against REGION 4 ESC; and be reasonably satisfactory to the CENTER in all other respects.

.2 All of VENDOR'S insurance coverage shall be primary and non-contributory.

.3 All insurance policies required under this Agreement shall contain a provision that at least thirty (30) days' prior written notice shall be given to REGION 4 ESC in advance of the effective dates of any cancellation, reduction, modification, termination, material change, or non-renewal of such insurance policies.

.4 VENDOR shall maintain insurance coverage in the amounts specified by the CENTER. The VENDOR shall not commence any portion of the work under this Agreement until all the insurance required herein and certificates of such insurance have been filed with and approved in writing by REGION 4 ESC.

.5 There shall be a hold harmless agreement in which the VENDOR assumes liability on the Agreement and holds REGION 4 ESC harmless.

.6 The VENDOR shall purchase and maintain in force the following types and amounts of insurance for the performance of all of its obligations under this Agreement and provide REGION 4 ESC with a certificate(s) of insurance as evidence. Certificates of Insurance on the current ACORD form shall be issued to the CENTER prior to the start of work showing all required insurance coverage. Copies of such insurance documents shall be part of the Agreement documents, and the VENDOR shall maintain such in force throughout the term of its Agreement with the CENTER.

.7 Casualty Insurance and Securities-Minimum Requirements:

a. Successful VENDOR must maintain workers' compensation coverage for employees as required by all applicable Federal, State, Maritime, and local laws, as well as Employer's Liability with required statutory limits per accident.

b. Comprehensive-General Liability Insurance (Occurrence basis only - Bodily Injury and Property Damage): Each Occurrence - $1,000,000; Aggregate - $2,000,000

c. Comprehensive Automobile Liability Insurance- Business (Commercial) Automobile Liability Insurance*: Bodily Injury and Property Damage covering all owned, non-owned and hired vehicles:

d. Bodily Injury and Property Damage Combined Single Limit: $1,000,000

e. Umbrella Liability Insurance (Excess): $1,000,000

No deletions/exclusions from standard coverage form shall be allowed without the prior written consent of REGION 4 ESC's CHIEF FINANCIAL OFFICER, or designee. The VENDOR shall have ten (10) REGION 4 ESC business days from the date of the award of the Agreement to furnish the REGION 4 ESC Procurement Department the required insurance certificates. No work shall commence until a copy of VENDOR'S current insurance certificate(s) is/are received at and approved in writing by the REGION 4 ESC Procurement Department, 7145 West Tidwell Road, Houston, Texas 77092.

When insurance is required, the above limits are the minimum required by REGION 4 ESC. REGION 4 ESC reserves the right to require additional coverages and/or higher limits to be carried by VENDOR as specified in the procurement solicitation documentation, as deemed desirable by REGION 4 ESC, depending on the type of project.

12 PROPOSAL EVALUATIONS AND AWARDS

All proposals received in response to this proposal invitation, which are submitted in accordance with the instructions and restrictions contained in the section entitled "Proposal Preparation," will initially be considered for award; however, initial consideration of any proposal will not constitute an assessment of its meeting the necessary qualifications, and any proposal may be disqualified at any time during the process of evaluating proposals for failure to meet any other terms or conditions contained anywhere else in the proposal invitation.

REGION 4 reserves the right to waive any or all proposing irregularities, formalities, or other technicalities, to be the sole and independent judge of quality and suitability of any products offered, and may accept or reject any proposal in its entirety, or may reject any part of any proposal without affecting the remainder of that proposal, and may award the individual items on this proposal in any combination or in any way to best serve the interests of its Members as it perceives those interests to be in its sole discretion.

REGION 4 reserves the right to award contracts to multiple VENDORS. The fact that REGION 4 may make multiple awards should be taken into consideration when responding to this proposal. This is a non-exclusive contract; REGION 4 reserves the right to obtain goods and services from another source as the CENTER deems most advantageous.

REGION 4 ESC does not purchase on the basis of low prices alone. REGION 4 ESC represents that it has considered each of the criteria in Texas Education Code § 44.031(b), thereby fulfilling Section 44.031(b)'s requirement that it "shall consider" the criteria listed in 44.031(b); in accordance with Module 5 of the TEA FASRG and applicable federal laws,[1] REGION 4 ESC has determined which criteria should be considered most important and has assigned weights/points to each criterion based on its importance as outlined in the procurement solicitation. In considering a contract for award, the CENTER may evaluate aspects of the following, as permitted by applicable law:

- Purchase price;
- the reputation of the VENDOR and of the VENDOR'S goods or services;
- the quality of the VENDOR'S goods or services;
- the extent to which the goods or services meet the CENTER'S needs;
- the VENDOR'S past relationship with the CENTER;
- the impact on the ability of the CENTER to comply with laws and rules relating to historically underutilized businesses;
- the total long-term cost to the CENTER to acquire the VENDOR'S goods or services;
- for a contract for goods and services, other than goods and services related to telecommunications and information services, building construction and maintenance, or instructional materials, whether the VENDOR or the VENDOR'S ultimate parent company or majority owner:
    - has its principal place of business in this state; or
    - employs at least 500 persons in this state; and
- any other relevant factor specifically listed in the request for bids or proposals.

The CENTER may choose to contract with a single or multiple VENDORS as necessary to obtain the contract mix that is most advantageous. It may be necessary for REGION 4 ESC to establish a competitive range of acceptable responses as part of the evaluation process, or to establish weights for criteria. Such additions, subtractions, or changes to evaluation criteria would be declared elsewhere in the proposal and would supersede this section. If a competitive range is established, responses failing to score in the competitive range may not receive further award consideration.

It is understood that REGION 4, through its management and its Members, may use all means at their collective disposal to evaluate the proposals received on these criteria and the final decision as to the best overall offer, both as to price and to the suitability of the products and services offered to fit the needs of the members of REGION 4, will rest solely with the Board of Directors of REGION 4.

The successful VENDOR(s) will be notified by "Notice(s) of Award" issued by the management of REGION 4.

[1] As a general rule, ESCs and LEAs may not apply geographic preferences for procurements involving federal funds. See 2 C.F.R. § 200.319.

13 QUANTITIES

Quantities reflected in this proposal invitation are estimates based upon the projected needs for REGION 4 during the contract period. Quantities are the best estimate of anticipated needs available at the time of publication of this proposal invitation, but the accuracy of these estimated quantities may be affected by numerous factors including, but not limited to, budgetary adjustments, changing market forces, unintentional errors or omissions, and new construction. Actual needs may be greater or less than the estimated quantities provided.

REGION 4 reserves the right to increase or decrease the order at the same unit price or decrease quantities as funding and needs vary throughout the contract term. VENDORS at the close of the contract period agree not to hold REGION 4 liable for any inaccuracies in estimated quantities.

14 PRICING/ESCALATION/DE-ESCALATION

The request for proposal process provides for full competition among proposals and allows for negotiation with the supplier(s) to obtain the best product and service at the best price. **Under requests for proposals, changes in the nature of a proposal and in prices may be negotiated after proposals are opened.** REGION 4 will evaluate proposals and select the VENDOR offering the most advantageous proposal. Since proposal pricing can be negotiated and is subject to change, no pricing information will be revealed at the public opening. All participating VENDORS will be given the same opportunity if negotiations are started unless otherwise directed by law. The REGION 4 evaluation committee will be the only deciding body in making the decision to negotiate or not to negotiate.

Proposal prices must remain firm for at least one (1) calendar year from the proposal opening date, unless a deviation from this standard and purpose for the deviation is noted in the Vendor's response. Such deviations are subject to Region 4 ESC approval. Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC.

No escalation of cost changes in contracted prices or increased rates will be added during the contract period. **Exceptions will be considered at Region 4's discretion if there are state-mandated increases that will affect all applicable VENDORS equally.** The awarded VENDOR agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.

New technology and products that meet the scope of work may be added to the existing contract. Pricing shall be equivalent to the percentage discount of other products offered. VENDOR may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the original solicitation. No products may be added to avoid competitive procurement procedures. REGION 4 may reject any additions without cause.

If there is a discrepancy between the unit cost and the total price, the unit cost will stand as the proposal price. The unit cost will be considered the price by weight or the cost whichever is applicable. The unit cost will only be the case price if the package quantity throughout the industry is standardized.

15 TAX

REGION 4 and Participating Members are public jurisdictions that are exempt from sales, excise, and use taxes. REGION 4 and Participating Members, upon individual requests, will provide tax exemption certificates for the VENDOR. Unless otherwise specified in this proposal invitation, sales tax will only be included in any proposal response or invoice submitted by any VENDOR if the VENDOR has requested a tax exemption certificate from the CENTER in writing and failed to receive the same within a reasonable period of time. The limited sales, excise, and use tax laws recognize the inclusion of tax exemption information as part of a purchase order document to be as binding as if it had been submitted separately, and by responding to this proposal invitation, the VENDOR agrees to accept tax exemption information in such form.

16 WITHDRAWALS OR MODIFICATION OF PROPOSAL

Subject to the restrictions discussed below, REGION 4 will consider a written request from any VENDOR that the VENDOR be allowed to withdraw any proposal submitted, but only in its entirety, and only until the due date and time for proposal submission as stated in the request for proposal included with this proposal invitation. A representative of the proposing entity who is authorized to enter into contracts on behalf of the proposing entity must manually sign any request for the withdrawal of any proposal in ink, and the person signing the request must indicate their title along with their signature. No proposal may be withdrawn after the date and time that proposals are due as specified in the RFP. Only proposals that have been submitted consistent with the instructions relating to packaging and labeling of the proposal will be considered for withdrawal.

If there is any question in the mind of the management or staff of REGION 4 regarding the identity of the proposal or the identity of the VENDOR relating to any request for the withdrawal of any proposal, REGION 4 will refuse to allow the withdrawal of the proposal. Withdrawal of any proposal allowed by REGION 4 will require the completion and signature of a written receipt by the VENDOR's representative satisfactory to the management or staff of REGION 4 before the proposal is released. The decision of the management or staff of REGION 4 relating to any matters concerning proposal withdrawal will be final.

If a VENDOR requests to withdraw a proposal and REGION 4 allows the withdrawal of the proposal, the VENDOR may resubmit the proposal, or submit a new proposal, up until the due date and time for proposal submission as stated in the RFP included with this proposal invitation, provided any new submission meets all the qualifications of proposal submission included in these General Terms and Conditions.

If a VENDOR resubmits a proposal that was withdrawn and makes changes to any document in the proposal package, an authorized agent of the proposing entity must indicate alterations made to any proposal document.

All proposals in the possession of REGION 4 at the time proposals are due shall be deemed final, conclusive, and irrevocable, and no proposal shall be subject to withdrawal, amendment, or correction after the due date and time for proposal submission as stated in the RFP included with this proposal invitation.

17 DEVIATIONS FROM SPECIFICATIONS OR TERMS/CONDITIONS

Any and all limitations, exceptions, qualifications, special conditions, or deviations from these General Terms and Conditions or any of the item specifications, including the offering of any alternate to the "approved brand and/or model" (where identified) must be clearly noted in detail by the VENDOR at the time of submission of the proposal. The absence of such limitations, exceptions, qualifications, special conditions, or deviations being submitted in writing with the VENDOR'S response will hold the VENDOR accountable to REGION 4 and its Members to perform in strict accordance with all these General Terms and Conditions and all the item specifications as written, including any "approved brands and/or models" identified. The VENDOR should be aware that the submission of any such limitations, exceptions, qualifications, special conditions, or deviations with the proposal response may place the VENDOR at a competitive disadvantage or otherwise prevent REGION 4 from considering the proposal on the affected item(s).

Any deviation from any of the item specifications, including the delivery of any product other than the specific brand and model of the product awarded, will be grounds for rejection of the product(s) when delivered, and will expose the VENDOR to the remedies identified in the section entitled "Non-Performance/Termination of Contract" and may jeopardize future business from the CENTER.

18 CONTRACTS AND PURCHASE ORDERS

A response to this proposal invitation is an offer to contract with REGION 4 and its Members based on the item specifications and the General Terms and Conditions contained in the proposal invitation. Proposals do not become contracts until they are accepted by REGION 4 through an award notice to the VENDOR and put into effect by the issuance of a purchase order(s) signed by an authorized representative of REGION 4. Purchase orders will be delivered by facsimile, emailed or mailed to the VENDOR. All deliveries and financial transactions will occur directly between the VENDOR and REGION 4.

All contracts and agreements between vendors and REGION 4 shall strictly adhere to the statutes as set forth in the Uniform Commercial Code as last amended.

19 NON-PERFORMANCE/TERMINATION OF CONTRACT

Termination of this Agreement will take place under the following conditions:

- **Termination by REGION 4 ESC**, if the VENDORS refuses or fails to comply, or proceeds in a manner that does not comply, with the Agreement, or otherwise breaches any provision of the Agreement, and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does not carry out the provisions of this Agreement in its true intent and meaning as specified in the scope of work and fails to cure the default as set forth below.
- **Termination by REGION 4 ESC**, if the VENDOR does any of the following and fails to cure the default as set forth below: fails to make progress; fails to provide the goods or perform the services within the time period specified or any written extension thereof; breaches any provision of the Agreement , the procurement solicitation, and/or a purchase or work order; fails to make payment(s) owed; or defaults in whole or in part.
- **Termination by REGION 4 ESC**, if the VENDOR charges increased rates that are not agreed to in advance or as specified herein.
- **Termination by REGION 4 ESC**, if the VENDOR becomes insolvent, enters voluntary or involuntary bankruptcy or receivership proceedings, or makes an assignment for the benefit of creditors.
- **Termination by REGION 4 ESC**, if the VENDOR is in violation of any federal, state, or local law.
- **Termination by REGION 4 ESC** due to budgetary requirements, including, but not limited to, as set forth in the section of these terms and conditions entitled “Funding Out Clause.”
- **Termination by Region 4 for Convenience** - Unless specifically stated otherwise in the procurement solicitation, this Agreement may be terminated for any reason, with or without cause, by Region 4 by giving thirty (30) business days' written notice to the VENDOR. Region 4 may further direct VENDOR to cease providing all products and services during the interim notice period prior to such termination, and upon receipt of such written notice from Region 4, VENDOR shall immediately discontinue same and Region 4 shall incur no additional charges from the time forward.

In the event of a breach or default of the Agreement and/or the procurement solicitation by VENDOR, REGION 4 ESC reserves the right to enforce the performance of the Agreement and/or the procurement solicitation in any manner prescribed by law or deemed to be in the best interest of REGION 4 ESC. REGION 4 ESC’s right to require strict performance of any obligation in the Agreement will not be affected by any previous waiver, forbearance, or course of dealing.

Upon VENDOR'S default of obligation to the Agreement, VENDOR will be served notice to provide satisfactory compliance to the Agreement without penalty. If the VENDOR neglects or refuses to follow such notice and fails to cure the default within ten (10) business days, REGION 4 ESC will have the right (without limiting any other rights or remedies that it may have in the Agreement or by law) to terminate the Agreement with five (5) calendar days' prior written notice to VENDOR. REGION 4 ESC will then be relieved of all obligations, except to pay for VENDOR'S prior acceptable performance as set forth below. In the event of VENDOR'S default, REGION 4 ESC is expressly authorized to obtain the goods and/or services that would have been provided by VENDOR under this Agreement from an alternative source. VENDOR shall be held liable to REGION 4 ESC for all losses, costs, and/or expenses (including those exceeding the Agreement price) sustained by REGION 4 ESC as a result of VENDOR'S failure to conform to this Agreement, including, but not limited to, those losses, costs, and expenses that REGION 4 ESC incurs in completing or procuring the services and/or goods as provided for in the Agreement. In the event the Agreement is terminated, REGION 4 ESC reserves the right to award the Agreement to another VENDOR at its sole discretion, and/or to obtain comparable goods and/or services elsewhere and either deduct the costs of obtaining such services from any amount owed VENDOR or VENDOR shall reimburse the CENTER for such costs incurred by the CENTER.

In the event of early termination, including for convenience, the CENTER will make payment only for goods and services rendered and accepted by the CENTER through the effective date of the Agreement's termination, at a cost not exceeding the Agreement rate and subject to any claims, costs and expenses incurred by REGION 4 ESC as a result of VENDOR'S default. The CENTER will be responsible for payment for only those goods and services that have been accepted by the CENTER up to the termination date. The CENTER is entitled to a pro-rata refund for any goods and/or services for which the CENTER has paid but which have not yet been provided by VENDOR or accepted by the CENTER.

In the event this Agreement is terminated because of a violation or breach of the Agreement's terms by the VENDOR, the CENTER shall be entitled to all administrative, contractual, and legal remedies, including sanctions and penalties.

VENDOR agrees that REGION 4 ESC shall not be liable for damages in the event that REGION 4 ESC declares VENDOR to be in default or breach of this Agreement and/or the procurement solicitation. VENDOR further agrees that upon termination of the Agreement for any reason, VENDOR shall, in good faith and with reasonable cooperation, aid in the transition to any new arrangement and/or VENDOR.

20 FORCE MAJEURE

The parties to this Agreement may be excused from performance hereunder during the time and to the extent that they are prevented from performance due to an act of God, fire, strike or lockout, or other occurrences which are reasonably beyond such party's control, when satisfactory evidence thereof is presented to the other party and provided that such non-performance is not due to the fault of the non-performing party. The parties to this Agreement are required to use due caution and preventive measures to protect against the effects of force majeure, and the burden of proving that a force majeure event has occurred shall rest on the party seeking relief under this provision. Neither party shall have any claim for damages against the other resulting from delays caused solely by force majeure. Notwithstanding any other provision of this Agreement, in the event the VENDOR'S performance of its obligations under this Agreement is delayed or stopped by a force majeure event, REGION 4 ESC shall have the option to terminate this Agreement. This section shall not be interpreted as to limit or otherwise modify any of REGION 4 ESC's contractual, legal, or equitable rights.

21 NON-COLLUSION CERTIFICATION

By signing this proposal, the VENDOR certifies that, to the best of their knowledge:

- Neither the VENDOR nor any business entity represented by the VENDOR has received compensation for participation in the preparation of the item specifications or the General Terms and Conditions related to this proposal invitation.
- This proposal has been arrived at independently and is submitted without collusion with any other VENDOR, with any competitor or potential competitor, or with any other person or entity to obtain any information or gain any special treatment or favoritism that would in any way limit competition or give any VENDOR an unfair advantage over any other VENDOR with respect to this proposal.
- The VENDOR has not accepted, offered, conferred, or agreed to confer, and will not in the future accept, offer, confer, or agree to confer, any benefit or anything of value to any person or entity related to REGION 4 or any of its Members in connection with any information or submission related to this proposal, any recommendation, decision, vote, or award related to this proposal, or the exercise of any influence or discretion concerning the sale, delivery, or performance of any product or service related to this proposal.
- Neither the VENDOR, nor any business entity represented by the VENDOR, nor anyone acting for such business entity, has violated the Federal Antitrust Laws or the antitrust laws of this State with regard to this proposal, and this proposal has not been knowingly disclosed, and will not be knowingly disclosed to any other VENDOR, competitor, or potential competitor prior to the opening of proposals or proposals for this project.
- No attempt has been or will be made to influence any other person or entity to submit or to not submit a bid or proposal response.
- The person signing this bid proposal agrees to the accuracy regarding the statements contained in this document.

22 NO ASSIGNMENT

Neither this Agreement nor any right, interest, duty, obligation, or responsibility of VENDOR to furnish the goods and/or services specified in this Agreement shall be subcontracted, assigned, transferred, mortgaged, pledged, or otherwise delegated, disposed of, or encumbered in any way by the VENDOR without the prior written acknowledgment and approval of REGION 4 ESC. Any attempted assignment of this Agreement by VENDOR shall be null and void. In the event REGION 4 ESC approves of any assignment, VENDOR shall have full responsibility for the completion and performance of all services and the delivery of all goods awarded to VENDOR pursuant to this Agreement.

No purchase or work order made as a result of this Agreement may be transferred, assigned, subcontracted, mortgaged, pledged, or otherwise disposed of or encumbered in any way by VENDOR without the prior written approval of REGION 4 ESC.

VENDOR is required to notify REGION 4 ESC when any material change in operations occurs, including but not limited to, changes in distribution rights for awarded products, bankruptcy, material changes in financial condition, change of ownership, and the like, within three (3) business days of such change.

23 CERTIFICATIONS REGARDING LEGAL AND ETHICAL MATTERS

.1 VENDOR has read and understands all the General Terms and Conditions in this document, and agrees to be bound by them, and is authorized to submit proposals on behalf of their entity.

.2 The VENDOR has noted any and all relationships that might be conflicts of interest and included such information with their proposal response.

.3 The proposal submitted conforms to all item specifications, these General Terms and Conditions, and any other instructions, requirements, or schedules outlined or included in this proposal invitation.

.4 If this proposal is accepted, in whole or in part, the proposing entity will furnish any item(s) awarded to them under this proposal invitation to REGION 4 at the price proposal, and in accordance with the item specifications and the terms and conditions contained in this proposal invitation.

.5 The proposing entity has, or has the ability to obtain, such financial and other resources, including inventories, as may be required to fulfill all the responsibilities associated with this proposal.

.6 The proposing entity has a high degree of integrity and business ethics, and a satisfactory record of performances, and has not been notified by any local, state, or federal agency with competent jurisdiction that its standing in any matters whatsoever would preclude it from participating in this proposal, it would in no other way whatsoever be disqualified to proposal or receive any award or contract related to this proposal, and the VENDOR will comply with any reasonable request from REGION 4 to supply any information sufficient to substantiate the proposing entity's ability to meet these minimum standards.

.7 The VENDOR has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted bid.

.8 The VENDOR is not currently delinquent in the payment of any franchise tax owed to the State of Texas.

.9 The proposing entity has identified and disclosed in this written proposal response any and all known or suspected matters that would disqualify it from participating in this proposal or receiving any award or contract related to this proposal, recognizing that the VENDORS failure to identify and disclose in this proposal response any such matters which do exist is a material breach of contract which will void the submitted proposal or any resulting contracts, and subject the proposing entity to be removed from all proposal lists, and possible criminal prosecution.

.10 The proposing entity has obtained and will continue to maintain, during the entire term of this contract, all permits, approvals, or licenses necessary for the lawful performance of its obligations under this contract.

.11 The prices, prompt payment discount terms, delivery terms, distribution allowances, and the quality and/or performance of the products and services offered in the proposal response are and will remain the same or better than those offered to the VENDOR's most favored customer under equivalent circumstances.

.12 The proposing entity will comply with all laws relating to intellectual property, will not infringe on any third party's intellectual property rights, and will indemnify, defend, and hold REGION 4 and its Members harmless against any claims for infringement of any copyrights, patents, or other infringements related to its activities under this contract.

.13 The proposal submitted complies with all federal, state, and local laws concerning these types of products or services, and the proposing entity will continue to comply with any applicable federal, state, and local laws related to the proposing entity's activities in connection with this contract.

.14 The proposing entity will maintain, at the proposing entity's expense, any insurance necessary to protect REGION 4 and its Members from all claims for bodily injury, death, or property damage that might arise from the performance by the proposing entity or the proposing entity's employees or its agents of any service required of the proposing entity under this contract; however, the existence of such insurance will not relieve the proposing entity of full responsibility and liability damages, injury, death, or loss as described or as otherwise provided for by law.

.15 Neither REGION 4 nor any of its Members shall be liable to the VENDOR for any damages (including, but not limited to, loss of profits or loss of business, or any special, consequential, exemplary, or incidental damages) in the event that REGION 4 declares the VENDOR in default.

.16 VENDOR understands that signing the proposal with any false statement is a material breach of contract which will void the submitted proposal or any resulting contracts and subject the VENDOR to removal from all proposal lists, and possible criminal prosecution.

.17 Unless otherwise provided for in this proposal invitation, any written notice or other communication required by this proposal or by law will be conclusively deemed to have been given and received on the second business day after such written notice has been deposited in the U.S. Mail, properly addressed, and with sufficient postage affixed thereto, provided such notice shall not prevent the giving of actual notice in any other manner. Such notice shall also be deemed to be delivered to Vendor upon sending an email to the Vendor’s email address provided in the Vendor’s response to the RFP or at such other email address provided by Vendor.

24 EQUAL EMPLOYMENT OPPORTUNITY (EEO) DISCLOSURES

By submission of a proposal, the VENDOR agrees that in the performance of any contract resulting from any award under this proposal, the proposing entity will comply with all applicable equal employment opportunity laws and regulations, including, but not limited to an agreement not to deny any benefit to, exclude from any opportunity, or discriminate in any way against, any applicant, employee, or any other person because of age, color, creed, gender, handicapping condition, marital status, national origin, political affiliation or belief, race, religion, or veteran status.

The proposing entity agrees that during the period of any contract resulting from any award under this proposal invitation will remain, in compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41CFR Part 60).

The occurrence of any prohibited discrimination will constitute VENDOR's breach of contract due to a substantial failure by the VENDOR to fulfill its obligations, whereupon REGION 4 may terminate the VENDOR's contract for cause as provided by section entitled "Non-Performance/Termination of Contract."

25 OWNERSHIP OF AND RIGHTS TO USE COPYRIGHTED MATERIALS

The VENDOR hereby covenants and warrants that the VENDOR is the owner of and/or has full right and authority to use all of the copyrights incorporated in the scope of the work. The VENDOR agrees that the VENDOR will not contest REGION 4's right to use any copyrighted material within the scope of work and that the VENDOR will not contest the validity of any copyright arising out of the scope of work performed in accordance with this agreement. **VENDOR SHALL INDEMNIFY REGION 4 FOR ANY CLAIMS OR DAMAGES ARISING FROM ANY THIRD-PARTY ALLEGATION THAT REGION 4'S USE OF ANY SUCH MATERIALS ARE A BREACH OF SUCH PARTIES INTELLECTUAL PROPERTY RIGHTS.**

THE DUTY OF VENDOR TO INDEMNIFY AND HOLD REGION 4, ITS EMPLOYEES AND AGENTS HARMLESS SHALL NOT APPLY ANY BREACH OF INTELLECTUAL PROPERTY RIGHTS DUE TO EQUIPMENT OR SOFTWARE BEING MADE OR MODIFIED BY REGION 4, OR REGION 4'S REQUESTED SPECIFICATIONS OR DESIGNS; OR EQUIPMENT / SOFTWARE BEING USED OR SOLD IN COMBINATION WITH EQUIPMENT, SOFTWARE, OR SUPPLIES NOT PROVIDED BY VENDOR

26 DISPUTES/VENUE/ATTORNEYS' FEES

This contract shall be governed by REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this contract or in statutes pertaining specifically to the State. This contract shall be governed by the laws of the State of Texas, and suits pertaining to this contract may be brought only in the courts of the State of Texas in Harris County.

27 WAIVER

No claims or rights arising out of a breach of this contract can be discharged in whole or part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

28 INTERPRETATION – PAROLE EVIDENCE

The parties intend this writing as a final expression of their agreement and a complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties and no usage of the trade shall be relevant to supplement or explain any terms used in this agreement. Acceptance of acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and

opportunity for objection. Whenever a term defined by the Texas Business & Commerce Code is used in this agreement, the definition contained in the Code shall be controlling.

29 RIGHT TO ASSURANCE

Whenever one party to the contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (30) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30 FUNDING OUT CLAUSE (NON-APPROPRIATION)

Renewal of this Agreement or continuation beyond the current fiscal year, if any, will be in accordance with Texas Local Government Code § 271.903 concerning non-appropriation of funds for multi-year contracts. Notwithstanding any other provision of this Agreement or obligation imposed on REGION 4 ESC by this Agreement, REGION 4 ESC shall have the right to terminate this Agreement without default or liability to VENDOR resulting from such termination, effective as of the expiration of each budget period of REGION 4 ESC if it is determined by REGION 4 ESC, in REGION 4 ESC's sole discretion, that there are insufficient funds to extend this Agreement. The parties agree that this Agreement is a commitment of REGION 4 ESC's current revenue only. Notwithstanding anything to the contrary in this Agreement, the CENTER is obligated to make payments only as approved each year by the CENTER'S Board of Directors. The CENTER'S Board of Directors retains the right to terminate this Agreement at the expiration of each budget period of the CENTER. To the extent that the CENTER will use federal grant funds to fulfill its obligations under this Agreement, VENDOR acknowledges that federal funds will be used to pay for all or a portion of funds due under this Agreement and that this Agreement is only effective upon receipt of the Notice of Grant Award ("NOGA") by the CENTER from the awarding agency. As such, if the CENTER does not receive sufficient funding for the services provided in this Agreement, the CENTER may terminate this Agreement without penalty or further obligation to VENDOR, at any time upon written notice to VENDOR.

31 RELATIONSHIP OF PARTIES

It is the intention of the parties that VENDOR be an independent contractor and not an employee, agent, joint venturer, or partner of the CENTER. REGION 4 ESC and VENDOR acknowledge that they do not have a continuing relationship, and that this Agreement is intended only to create a limited relationship for the specific purposes of providing the goods and/or services referenced in this Agreement. Neither party shall have any power or authority to bind or commit, or to assume or create any obligation or responsibility on behalf of, the other party in any respect, contractually or otherwise, to any third party. In the event this Agreement requires the VENDOR'S performance of services by VENDOR'S employees, or persons under contract to VENDOR, to be done on REGION 4 ESC property, the VENDOR agrees that all such work shall be done as an independent contractor and that the persons doing such work shall not be considered employees of REGION 4 ESC. In no event shall either party, or any of its respective officers, agents, or employees, be considered the officers, agents, or employees of the other party. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee, a joint venture, merger, or any business partnership between the CENTER and either VENDOR or any employee or agent of VENDOR. VENDOR agrees that the CENTER has no responsibility for any conduct of any of VENDOR'S staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, or licensees. VENDOR assumes full responsibility for the actions of its staff, participants, visitors, employees, agents, representatives, personnel, contractors, subcontractors, invitees, and licensees while performing any services incident to this Agreement and shall remain solely responsible for their supervision, daily direction and control, payment of salary (including withholdings), workers' compensation, disability benefits, and like requirements and obligations. As an independent contractor, VENDOR will be solely responsible for determining the means and methods for performing the Services and shall furnish all tools, materials, transportation, and personal incidentals necessary in the performance of the Services. VENDOR shall be responsible for any and all applicable social security and personal income taxes that may become due as a result of any payments made by the CENTER hereunder and VENDOR shall indemnify and hold the CENTER harmless in this regard.

32 INTELLECTUAL PROPERTY

This Agreement shall not be constructed to convey any rights of ownership or any other license, right, title or interest in the other Party's trademarks, copyrights, video programs, curriculum, documents, patents or any other intellectual property.

33 RIGHT TO AUDIT

REGION 4 ESC reserves the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. REGION 4 ESC shall have the authority to conduct random audits of VENDOR'S pricing that is offered at REGION 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that REGION 4 ESC is made aware of any pricing being offered that is materially inconsistent with the pricing under this agreement; REGION 4 ESC shall have the ability to conduct an extensive audit of VENDOR'S pricing at VENDOR'S sole cost and expense. REGION 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by REGION 4 ESC.

34 PROPOSAL ACCEPTANCE

The period for acceptance of this proposal will be sixty (60) calendar days unless the VENDOR indicates a different period.

35 PAYMENT

Prior to authorizing payment to Contractor, REGION 4 shall evaluate Contractor's performance using the performance standards set forth in all documents constituting this Contract. Contractor shall provide invoices to REGION 4 for Commodities/Services provided/performed. Invoices must be submitted not later than the 15th day of the month after the Services are completed. No payment whatsoever shall be made under this contract without the prior submission of detailed, correct invoices. Subject to the foregoing, REGION 4 must make all payments in accordance with the Texas Prompt Payment Act, Texas Government Code, Chapter 2251. Payments under this Contract may be subject to the availability of appropriated funds. Contractor acknowledges and agrees that payments for services provided under this Contract may be contingent upon REGION 4's receipt of funds appropriated by the Texas Legislature.

36 LAWS AND REGULATIONS

VENDOR agrees to comply and certifies compliance with, on behalf of itself and any subcontractors (if approved by the CENTER in accordance with this Agreement), and their respective employees, agents, and representatives, all federal, state, and local laws, acts, rules, regulations, and ordinances, as applicable, including, but not limited to the Education Department General Administrative Regulations ("EDGAR"), 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77 and 81, and Texas Government Code Chapter 2258. If applicable, VENDOR certifies compliance with all provisions, laws, acts, regulations, rules, and ordinances as detailed in the "Contract Provisions for Non-Federal Entity Contracts under Federal Awards" in Appendix II to 2 C.F.R. Part 200, which is incorporated by reference herein. VENDOR further certifies compliance with all applicable provisions, laws, acts, regulations, rules, and ordinances, including but not limited to those referenced in the CENTER'S Bid Attributes completed by VENDOR, which is incorporated by reference herein. Further, VENDOR agrees to and shall comply with all rules, regulations, policies, procedures, and other requirements of the CENTER and the school campus(es) on which any work is to be performed under this Agreement. VENDOR shall indemnify and hold REGION 4 ESC harmless from and against all claims, demands, suits, actions, judgments, fines, penalties, and liability of every kind arising from the breach of VENDOR'S obligations under this provision.

37 LAW AND WAGE RATES

In the execution of this contract, the VENDOR shall comply with all applicable local, state and federal laws.

38 DAMAGES

The successful VENDOR will be held responsible for and required to make good, at his own expense, all damages to persons and property caused by carelessness or neglect on the part of their employees.

39 VENDOR ASSURANCE

The VENDOR must supply assurance which warrants that the prompt payment discount terms, delivery terms, distribution allowance, quality and performance of product/services, prices and other conditions/provisions offered in this proposal are the same or better than those offered by the proposing entities most favored customer.

40 VENDOR EXPERIENCE

The VENDOR must be fully prepared with the necessary personnel, materials, machinery and equipment to begin the work promptly and to conduct the work as required in the terms, conditions and specifications of this proposal.

REGION 4 may make investigations as deemed necessary to determine the ability of the VENDOR to perform the work, and the VENDOR shall furnish to the CENTER all information and data as requested. REGION 4 reserves the right to reject any proposal if the evidence submitted by, or investigation of, a VENDOR fails to satisfy REGION 4 that the VENDOR is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

41 PROPRIETARY INFORMATION OR TRADE SECRETS

If any of the information requested is considered to be proprietary or a trade secret belonging to the VENDOR, that information should be filed with the proposal in a separate envelope appropriately designated.

42 SURVIVAL

Expiration or termination of the contract for any reason does not release VENDOR from any liability or obligation set forth in the contract that is expressly stated to survive any such expiration or termination, that by its nature would be intended to be applicable following any such expiration or termination, or that is necessary to fulfill the essential purpose of the contract, including without limitation the provisions regarding warranty, indemnification, confidentiality, and rights and remedies upon termination.

All applicable software license agreements, warranties or service agreements that are entered into between VENDOR and REGION 4 ESC under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by VENDOR shall survive expiration or termination of the Contract. All quotations issued by VENDOR shall survive expiration or termination of the Contract where such quotation is furnished inside of the Contract Period or subsequent renewal.

43 SEVERABILITY

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it.

44 EDUCATIONAL RECORDS

VENDOR agrees that VENDOR and its employees, agents, and/or representatives may receive access to student information for certain students of the CENTER or its Participating Member pursuant to this Agreement. VENDOR shall secure the confidentiality of all information and records in accordance with applicable federal and state laws, rules, and regulations, including but not limited to all privacy laws. VENDOR understands that the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, governs the privacy and security of educational records and information, and VENDOR agrees to abide by FERPA rules and regulations, as applicable. Pursuant to the FERPA, the VENDOR must protect the confidentiality of the CENTER, or its Participating Member, student records and shall not release any information without written consent from the CENTER, or its Participating Member, the student's parent/guardian, or eligible student unless required to do so by applicable law. VENDOR further acknowledges that to the extent VENDOR, including but not limited to, VENDOR'S staff, employees, and/or representatives, receives confidential CENTER, or its Participating Member, student information during the performance of duties under this Agreement, VENDOR is considered a "school official" in accordance with FERPA and shall not disclose confidential student information or education records except as otherwise permitted by applicable law. VENDOR shall require its employees and other agents to execute written agreements requiring that such information be kept confidential. The Parties agree to enter into a Data-Sharing Addendum (or similarly titled and intended document) in the event confidential student information is to be shared, as required by applicable law. VENDOR and its employees/ representatives shall at all times abide by applicable laws, including FERPA and the Health Insurance Portability and Accountability Act (HIPAA). VENDOR must destroy any student information received from the CENTER, or its Participating Member when no longer needed for the purposes of the Agreement. VENDOR shall immediately provide notice to the CENTER, or its Participating Member of any violation of the terms of this section. VENDOR shall be solely responsible for any breach of the obligations of this section by any of its employees, agents, representatives, or subcontractors or their employees, agents, or representatives.

45 CENTER'S CONFIDENTIAL INFORMATION

In the course of performing duties under this Agreement, VENDOR may view, obtain, or have access to financial, accounting, statistical, personnel, and other information of a confidential nature concerning students and schools being served by the CENTER and employees of the CENTER or its Participating Member. All such information is confidential and shall not be disclosed, directly or indirectly, to any person other than authorized officials of the CENTER or its Participating Member, either during or after the effective period of this Agreement. VENDOR acknowledges that the CENTER or its Participating Member would be irreparably injured if VENDOR were to disclose such information to third parties not entitled to receive such information or to misappropriate such confidential information for VENDOR'S own purposes or benefit and that money damages would not compensate the CENTER or its Participating Member for such irreparable injury.

46 INVOICING AND PAYMENT

Itemized invoices shall be mailed to the CENTER and directed to the CENTER'S Accounts Payable Department. VENDOR shall submit invoices within a timely manner during the CENTER'S fiscal year in which the good(s) and/or services are purchased, as applicable. Invoices received more than 60 days after the date the work was performed will not be paid by the CENTER. The following requirements apply to invoices submitted for payment:

.1 One invoice shall be submitted per CENTER Purchase Order.

.2 Invoice shall bear the following: (a) date of invoice; (b) date(s) of service, if applicable; (c) name of VENDOR; (d) brief description of the item(s), quantity, unit price(s), and extended price(s); (e) if applicable, dates of service(s), including list of services provided daily including dates and amount of time spent performing each service and detailed descriptions of the services provided on each of the dates listed including location where services were provided; (f) VENDOR'S complete mailing address and telephone number.

.3 Invoice submission shall include any necessary substantiating documentation or information as required by the Agreement; and certification of goods and/or services provided through a signature by a VENDOR company representative.
.4 Invoice shall reference the CENTER Purchase Order Number.
.5 Invoice shall be in duplicate.
.6 Invoice shall only be paid for goods/products/equipment/services delivered and accepted by CENTER
.7 Advance payment to VENDOR is strictly prohibited unless otherwise determined on a case-by-case basis.
.8 VENDOR is required to submit to the CENTER a completed IRS Form W-9 for the current tax year and all other forms required by the CENTER (e.g., Felony Conviction Notice, Conflict of Interest Questionnaire, etc.) before payment is rendered.
.9 In accordance with Texas Government Code §2251.021, payments are due to VENDOR within forty-five (45) days after the later of the following: (1) the date CENTER receives the goods; (2) the date the performance of the service is completed; or (3) the date CENTER receives an invoice for the goods and/or services.

In the event VENDOR presents the CENTER with invoices, statements, reports, etc. that are incomplete, inaccurate or in need of substantial internal research, such action could result in delay of payment. The CENTER will not be responsible for any interest charges and/or late fees because of delayed payment due to time delays caused by inadequate or incomplete information provided in invoices by VENDOR.

VENDOR agrees to pay any subcontractors, if any, the appropriate share of the payment received from the CENTER not later than the tenth (10th) day after the date VENDOR receives the payment from the CENTER. VENDOR shall be responsible for satisfaction of all applicable IRS standards concerning reporting of income and payments to VENDOR'S subcontractors and/or employees, if any. The exceptions to payments made by the CENTER and/or VENDOR listed in Texas Government Code § 2251.002 shall apply to this Agreement. In the event that VENDOR'S personnel begin work before VENDOR receives a valid purchase order and/or the signing of this Agreement, VENDOR agrees that the CENTER is not liable for payment of such services rendered.

In addition to all other rights and remedies that the CENTER may have, the CENTER shall have the right to setoff, against any and all amounts due to VENDOR by the CENTER, whether due under this Agreement or any other agreement between the CENTER (including any division of the CENTER) and VENDOR, any sums to which the CENTER is entitled under this Agreement, as determined by the CENTER in its sole discretion, including, without limitation, sums due by VENDOR to the CENTER as a result of indemnification obligations and/or warranty claims.

47 INDEMNIFICATION, REMEDIES, AND GOVERNING LAW/VENUE

.1 **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST THIRD PARTY FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, TO THE EXTENT SUCH CLAIMS RISE DIRECTLY OUT OF THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING IN WHOLE OR IN PART FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR TERMINATION OF THIS AGREEMENT.**

Region 4 shall provide written notice of any claim or action and allow vendor to select attorneys of its own choice to appear and defend the claim or action. vendor shall be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on vendor's relative culpability.

To the extent authorized by the law and constitution of the State of Texas, shall be not liable for any indirect, special, incidental, consequential damages, including without limitation loss of profits, or punitive damages whether based on contract, tort, or any other legal theory and irrespective of whether Contractor has notice of the possibility of such damages.

Vendor's total liability to Region 4 and its Administrators for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, shall not, in the aggregate, exceed the amount actually paid to Vendor under the Agreement.

.2 It is agreed with respect to any legal limitations now or hereafter in effect and affecting the validity or enforceability of the aforementioned indemnification obligation, such legal limitations are made a part of the indemnification obligation to the minimum extent necessary to bring the provision into conformity with the requirements of such limitations, and as so modified, the indemnification obligations shall continue in full force and effect.

.3 Nothing in this Agreement shall be construed to create a claim or cause of action against the CENTER for which it is not otherwise liable, to waive any immunity or defense to which the CENTER may be entitled, or to create an impermissible deficiency debt of the CENTER.

.4 REGION 4 ESC and VENDOR shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Texas, except as otherwise provided in this Agreement or in statutes pertaining specifically to Texas governmental entities.

.5 This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its provisions on conflicts of laws. The mandatory and exclusive venue for the adjudication or resolution of any dispute arising out of or relating to this Agreement shall be a court of competent jurisdiction in Harris County, Texas.

.6 VENDOR hereby assigns the CENTER any and all claims for overcharges associated with this Agreement

under the antitrust laws of the United States, 15 USCA Section 1, et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et. seq.

48 QUALITY, WARRANTY, AND SUBSTITUTIONS

In addition to the guarantees and warranties provided by law, by accepting this Agreement, VENDOR hereby expressly guarantees, warrants, and represents that:

.1 all products/goods and/or services supplied and/or furnished under this Agreement are of high quality, free from all defects in material and workmanship, free from defects in design, meet or exceed and exactly conform in all respects to all terms and requirements of this Agreement (including any drawings, specifications, and/or standards incorporated herein, including, without limitation, those detailed in the procurement solicitation issued by the CENTER) and all applicable REGION 4 ESC specifications and requirements, and are suitable for and will perform in accordance with the ordinary, intended purpose(s) as well as any special purposes specified by REGION 4 ESC, for a period of one (1) year from the date of the CENTER'S acceptance of the goods and/or services or payment of the applicable invoice, whichever is later. All warranties shall survive delivery of the goods and completion of the services; neither the CENTER'S acceptance of, nor payment for, said goods and services shall constitute a waiver or modification of any of the warranties of VENDOR, or the rights of REGION 4 ESC;

.2 any goods delivered to the CENTER will be new (i.e., previously unused, non-floor model, in their original packaging, and have not been reconditioned, remanufactured, repackaged, returned, damaged, or refurbished), unless otherwise specified;

.3 all services performed by VENDOR or its subcontractors and all material used on REGION 4 ESC's behalf, will be completely paid for and that there are no materialman's or other liens attached to the goods, products, merchandise, materials, or services which are provided to REGION 4 ESC;

.4 the goods to be delivered hereunder will not infringe on any valid intellectual property right, including any patent, trademark, trade name, or copyright, and that VENDOR will, at VENDOR'S expense, defend any and all actions or suits charging such infringement and will save REGION 4 ESC, its trustees, agents, and employees, harmless in case of any such action or suit;

.5 the goods to be delivered hereunder will be manufactured, sold, and/or installed in compliance with the provisions of all applicable federal, state, and local laws and regulations;

.6 VENDOR shall uphold the manufacturer's standard warranty on any products. This warranty shall provide for replacement of defective merchandise, parts and labor, and include pick-up and delivery from the specified CENTER location effective from the date of delivery. VENDOR shall assume all liabilities incurred within the scope of consequential damages and incidental expenses, as set forth in the VENDOR or manufacturer's warranty, which result from either delivery or use of product, which does not meet the specifications within this Agreement or the procurement solicitation, if any;

.7 Substituting without the prior approval of a REGION 4 Member placing the order will constitute a breach of contract by the vendor, which may result in the initiation of actions covered in the section entitled "Non-Performance/Termination of Contract" and the associated financial impacts attached thereto and may jeopardize any future business from the CENTER.; and

.8 nothing contained herein shall exclude or affect the operation of any implied warranties otherwise arising in favor of REGION 4 ESC.

.9 All products provided or installed under this contract must be in the best possible condition and will be subject to inspection, testing, and approval by REGION 4 and its Members.

49 LICENSES AND PERMITS; PERFORMANCE

For the entire effective period of this Agreement, VENDOR represents and warrants that VENDOR (and, if approved by the CENTER, any and all subcontractors): (1) has the experience, qualifications, licenses, and certifications required to provide the goods and/or services pursuant to this Agreement; and (2) shall maintain all required licenses, certifications, permits, and any other documentation and/or authorization(s) necessary to perform this Agreement, including, without limitation, authorizations required by any governing entity(ies), including, but not limited to, the City of Houston, Harris County, the State of Texas, and the like. VENDOR

must comply with all state and local building code requirements unless otherwise specifically provided in the REGION 4 ESC's purchase or work order, and VENDOR must pay all fees and charges for connections to outside services and for use of property outside the project site. When required or requested by REGION 4 ESC, VENDOR shall furnish REGION 4 ESC with satisfactory proof of VENDOR'S compliance with this provision.

Further, VENDOR agrees that VENDOR'S goods will be provided, and/or services will be performed, with reasonable care, skill, judgment, and experience in a professional business-like manner, with no direct supervision from the CENTER. VENDOR shall employ only orderly and competent workers, skilled in the performance of the services, if any, which shall be performed under this Agreement. If VENDOR is unable to complete the work in this manner based on the mutually agreed upon timeline, VENDOR shall notify the CENTER'S Director of Procurement in writing.

50 SUPPORT

VENDOR shall provide timely and accurate technical advice and sales support to REGION 4 ESC and REGION 4 ESC staff. VENDOR shall respond to requests for customer support within one (1) business day after receipt of the request. VENDOR shall promptly provide training to REGION 4 ESC staff regarding products and/or services supplied by VENDOR, at no additional charge, if requested by REGION 4 ESC.

51 NO WAIVER OF BREACH

Failure of REGION 4 ESC to insist upon strict performance of any of the terms and conditions hereof, or failure or delay to exercise any rights or remedies provided herein or by law or to properly notify successful VENDOR in the event of breach, or the acceptance of or payment for any goods hereunder shall not release VENDOR from any of the warranties or obligations of this Agreement, and shall not be deemed to waive any right of REGION 4 ESC to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless of when shipped, received or accepted, or as to any prior or subsequent default hereunder; nor shall any purported oral modification or rescission of an Agreement, contract or service agreement by REGION 4 ESC operate as a waiver of any of the terms hereof.

52 NO WAIVER OF IMMUNITY

The execution of this Agreement and the performance by the CENTER of any of its obligations hereunder do not, and are not intended to, waive or relinquish, and the CENTER shall not waive or relinquish, any governmental, sovereign immunity or defense from or to liability or prosecution available to the CENTER, its trustees, officers, employees, or agents under federal or Texas laws. Nothing in this Agreement shall be constructed as creating any personal liability on the part of any trustee, officer, employee, or representative of REGION 4 ESC.

53 PRODUCT RECALLS

VENDOR shall notify the REGION 4 ESC's PROCUREMENT CONTRACT SPECIALIST immediately if a product recall is instituted on any good and/or service VENDOR has delivered or if VENDOR discovers or becomes aware of any quality or other deficiency in the delivered goods and/or services. This requirement shall survive payment and acceptance of the goods and/or services.

54 TEXAS HAZARD COMMUNICATION ACT

It is the policy of REGION 4 ESC to comply with applicable federal law and the Texas Hazard Communication Act, Texas Health and Safety Code Chapter 502. Therefore, it is necessary to require that all suppliers provide REGION 4 ESC with a current and accurate Safety Data Sheet (SDS), if applicable, for all items sold to REGION 4 ESC, including, but not limited to: products which may contain hazardous substances, create hazardous substances as a by-product, cause harmful physical effects, or otherwise be considered hazardous. VENDOR shall be solely responsible to promptly obtain and provide to REGION 4 ESC all necessary SDSs from suppliers of items under this Agreement, as applicable. A separate sheet shall be provided for each individual item (if required) when purchase is made, as well as when the proposal is

submitted. The SDSs must conform to the most current requirements of the Hazard Communication Standard issued by the Occupational Safety and Health Administration (OSHA) and codified as 29 CFR Section 1910.1200.

55 HAZARDOUS MATERIALS

In the performance of VENDOR'S services, VENDOR shall not cause any release of hazardous substances, including but not limited to asbestos, or contamination of the environment, including the soil, the atmosphere, or any water course or ground water. VENDOR shall be liable for any claims or damages resulting from such release of or exposures to any such substances as a result of VENDOR'S activities.

56 TEXAS PUBLIC INFORMATION ACT

.1 The Parties acknowledge that REGION 4 ESC is obligated to strictly comply with the Texas Public Information Act (TPIA), Chapter 552, Texas Government Code, in responding to any request for public information pertaining to this Agreement, as well as any other disclosure of information required by applicable Texas law. All VENDOR Agreements shall be in compliance with the TPIA.

.2 All documents exchanged or created in connection with and communications regarding this solicitation or any Agreement with the CENTER are governed by the TPIA.

.3 Documents submitted and communications regarding a VENDOR'S proposal response to a solicitation may be deemed confidential during the evaluation process, as provided in Texas Government Code, Subchapter C, Section §552.104, "Exception: Information Related to Competition or Bidding."

.4 The requirements of Subchapter J, Chapter 552, Government Code, may apply to this bid and Agreement, and the contractor or VENDOR agrees that the Agreement can be terminated if the contractor or VENDOR knowingly or intentionally fails to comply with a requirement of that subchapter.

.5 Upon the written request of the CENTER, VENDOR will promptly provide specified contracting information exchanged or created under this Agreement. VENDOR waives any claim against and releases from liability the CENTER, its trustees, officers, employees, agents, and attorneys with respect to disclosure of information provided under or in this Agreement or otherwise created, assembled, maintained, or held by either party and determined by the CENTER, the Attorney General of Texas, or a court of law to be subject to disclosure under the Texas Public Information Act, Chapter 552, Texas Government Code.

.6 VENDORS should consult with their legal counsel regarding disclosure issues and take the appropriate precautions to safeguard trade secrets, or any other proprietary information before responding to this procurement solicitation. Should VENDOR'S response to this procurement solicitation include trade secrets or proprietary information, or other technical information, documentation and/or expertise that the VENDOR considers confidential, VENDOR must either (1) conspicuously mark such information as being confidential or, (2) if the information is delivered in oral form, summarize the information in writing within ten (10) REGION 4 ESC business days and identify it as being confidential ("Confidential Information"). REGION 4 ESC shall not be held liable for disclosure of information that is not conspicuously marked or identified as Confidential Information in accordance with the aforementioned process. All requests to secure trade secrets must be accompanied by factual evidence of potential loss of competitive or economic harm.

.7 VENDOR shall immediately notify the CENTER if VENDOR receives from any third-party a request for information (including, but not limited to, a subpoena), which pertains to the documentation and records maintained by VENDOR on behalf of the CENTER pursuant to this Agreement. VENDOR shall provide a copy of such request to the CENTER, unless otherwise prohibited by law.

57 NO THIRD-PARTY BENEFICIARIES

Nothing in this Agreement shall be deemed or construed to create any third-party beneficiaries or otherwise give any third party any claim or right of action against any party to this Agreement.

58 NOTICE

Any notice provided under the terms of this Agreement by either party to the other shall be in writing and may be effected by certified mail, return receipt requested. Notice to either party shall be sufficient if made or

addressed to the address listed in the signature line of this Agreement. Each party may change the address to which notice is to be sent to that party by giving notice of such change to the other party by certified mail, return receipt requested.

59 NON-EXCLUSIVITY

Nothing in this Agreement may be construed to imply that VENDOR has the exclusive right to provide the CENTER with goods and/or services. During the effective period of this Agreement, the CENTER reserves the right to use all available resources to procure other goods and/or services as needed, and doing so will not violate any rights of VENDOR. In addition, nothing in this Agreement may be construed to require that the CENTER purchase any specific amount, quantity, or quota of goods and/or services from VENDOR.

60 INTELLECTUAL PROPERTY

VENDOR represents and warrants that it has all intellectual property rights necessary to enter into and perform its obligations in this Agreement.

61 INDEBTEDNESS

VENDOR represents that to the best of its knowledge it is not indebted to the CENTER. Indebtedness to the CENTER may be grounds for termination of this Agreement.

62 FEDERAL GRANT REQUIREMENTS

.1 All contracts under federal awards must meet federal, state and local requirements.

.2 The Agreement shall only be effective upon receipt by the CENTER of the Notice of Grant Award (NOGA) from the federal/state awarding agency.

.3 The Agreement term/period shall be aligned to the grant period of availability, as stated on the NOGA from the federal/state awarding agency (period of availability).

.4 All services shall be completed during the effective dates of the Agreement.

.5 All services shall be invoiced monthly after services are received (rather than paid lump sum at the beginning of the period of availability before services are rendered) and shall only be paid upon verification of receipt of services.

.6 The regulations for procurement in 2 CFR § 200.317-327 shall be followed by REGION 4 ESC in issuing the Agreement.

.7 All professional services provided under the Agreement will follow the provisions of 2 CFR § 200.459 Professional service costs.

.8 The Agreement shall identify the funding sources that will be used for the goods and/or services to be provided, including the specific amount and/or percentage of the total contract amount to be charged to each funding source.

.9 The Agreement shall identify and lists only reasonable, necessary, and allocable services to be provided during the period of availability of the funding sources listed in the Agreement.

.10 The administrative costs charged to the grant in the Agreement must comply with any limitations for administrative costs for funding sources (if applicable).

.11 The Agreement shall specify that the invoice provided by the VENDOR will include the list of services provided, dates of services, and location(s) where services were provided during the billing period.

.12 If the source of funds for this purchase is federal funds, the following federal provisions apply, as applicable: the Davis-Bacon Act (40 U.S.C. § 276a / 29 CFR Part 5), the Copeland “Anti-Kickback” Act (18 U.S.C. § 874 / 29 CFR Part 5), the Equal Opportunity Employment requirements (Executive Orders 11246 and 11375 / 41 CFR Chapter 60), the McNamara-O’Hara Service Contract Act (41 U.S.C. 351), Section 306 of the Clean Air Act (42 U.S.C. § 1857h), Section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, Environmental Protection Agency regulations (40 CFR Part 15), the Contract Work Hours and Safety Act (40 U.S.C. § 3701-3708; 29 C.F.R. Part 5), Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), Debarment and Suspension (Executive Orders 12549 and 12689), the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200), the Education Department General Administrative Regulations, 2 C.F.R. Parts 200 and 3474, and 34 C.F.R. Parts 75-77, 79, 81-82, 84, 86, and 97-99 (“EDGAR”), mandatory standards and

policies contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871), and all federal certifications and other requirements of federal law, including but not limited to those included within REGION 4 ESC's Bid Attributes and those mandated by federal agencies making award(s) of federal funds to REGION 4 ESC. Without limitation to the forgoing, Region 4 has and will comply with all requirements related to contracting with small and minority businesses, women's business enterprises, and labor surplus area firms, as set forth in 2 C.F.R. § 200.321. Region 4 has and does solicit all qualified small and minority businesses and women's business enterprises. VENDOR shall comply with 2 C.F.R. § 200.321 in its own sub-contracting practices.

OFFER AND CONTRACT SIGNATURE FORM

The undersigned hereby offers and, if awarded, agrees to furnish goods and/or services in strict compliance with the terms, specifications, and conditions at the prices proposed within response unless noted in writing on the Deviation Form submitted with the request for proposal.

Company Name: Xerox Corporation

Address: 201 Merritt 7

City/State/Zip: Norwalk, CT 06851-1056

Telephone No.: 818 620 5163

Email Address: Rachael.Jones@xerox.com

Printed Name: Rachael Jones Turner

Title: Director SLED Cooperative Contracts

Authorized signature: Rachael Jones Turner

Accepted by Region 4 ESC:

Corrected: _____ _____

Contract No. R241205

Initial Contract Term 6/1/2025 to [redacted] 5/31/2030

Linda Tinnerman
Region 4 ESC Authorized Board Member

2/25/2025
Date

Linda Tinnerman
Print Name

Victor E. White
Region 4 ESC Authorized Board Member

2/25/2025
Date

Victor E. White
Print Name

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DEVIATION FORM

Signature on the Offer and Contract Signature form certifies complete acceptance of the terms and conditions in this solicitation and draft Contract except as noted below with proposed substitute language (additional pages may be attached, if necessary). The provisions of the RFP cannot be modified without the express written approval of Region 4 ESC. If a proposal is returned with modifications to the draft Contract provisions that are not expressly approved in writing by Region 4 ESC, the Contract provisions contained in the RFP shall prevail.

Check one of the following responses:

☐ Offeror takes no exceptions to the terms and conditions of the RFP and draft Contract.
(*Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

X Offeror takes the following exceptions to the RFP and draft Contract. All exceptions must be clearly explained, reference the corresponding term to which Offeror is taking exception and clearly state any proposed modified language, proposed additional terms to the RFP and draft Contract must be included:
(*Note: Unacceptable exceptions may remove Offeror's proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions and modifications and the decision shall be final.)*

If an offer is made with modifications to the contract provisions that are not expressly approved in writing, the contract provisions contained in the RFP shall prevail.)

Section/Page/Line	Term, Condition, or Specification	Exception/Proposed Modification	Accepted (For Region 4 ESC's use)
Appendix A -Contract			
Section 1, Page 1	Term of Agreement	Please confirm that Purchase Orders survive Master Contract termination/expiration through its term including extensions/renewals.	Initial
Section 7, Page 2	Assignment of Contract	Please note that Xerox reserves the right to assign the Contract to a parent, subsidiary, or affiliate of Xerox. Such assignment shall be transparent to Region 4 ESC.	Initial
Sections 11.a and 11.c, Page 3	Cancellation for Non-Performance or Contractor Deficiency	To terminate a service or device due to such failures, Xerox requires written notification of the specific performance failure and 30 calendar days to correct the performance shortfall.	Initial
Section 11.e, Page 3	Standard Cancellation for Convenience	Xerox can agree to Contract cancellation for convenience, however, the Xerox offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-appropriation or an uncured Xerox default. Cancellation for any other	Initial

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		reason will result in early termination fees	Initial
Section 14, Page 4	Delivery	Xerox equipment deliveries can normally be expected within two weeks after receipt of a purchase order, except during times of product constraint. Xerox will advise if a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the order can be canceled without penalty to either party. The Xerox offer includes all expenses associated with the equipment's freight, its shipment to and removal from the delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The customer will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/down stairs using stair creepers. If any excess rigging is required, Xerox will include the details and associated costs with the individual equipment proposal prior to performing the actual service.	Initial
Section 15, Page 4	Inspection & Acceptance	Equipment will be deemed accepted on the equipment's installation date, which is the date Xerox determines the equipment to be operating satisfactorily, as demonstrated by the successful completion of diagnostic routines, and is available for the customer's use. The Installation Date for equipment and software designated as "Customer Installable" will be the equipment delivery date.	Initial
Section 28, Page 5	Funding Out Clause	To affect this termination, you must notify Xerox in writing that your legislative body failed to appropriate funds at least 30 days before the beginning of the fiscal year. You will return the equipment, at your expense, to a location designated by Xerox and, when returned, the equipment will be in good condition and free of all liens and encumbrances.	Initial

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Section 29, Page 6	Indemnity	See redlines. **CONTRACTOR SHALL PROTECT, INDEMNIFY, AND HOLD HARMLESS BOTH REGION 4 ESC AND ITS ADMINISTRATORS, EMPLOYEES AND AGENTS AGAINST ~~ALL~~ THIRD PARTY CLAIMS, DAMAGES, LOSSES AND EXPENSES ~~ARISING OUT OF OR RESULTING FROM~~ TO THE EXTENT such injury or damage was found by a court or administrative agency of competent jurisdiction to have been proximately caused by THE ACTIONS OF THE CONTRACTOR, CONTRACTOR EMPLOYEES OR SUBCONTRACTORS IN THE PREPARATION OF THE SOLICITATION AND THE LATER EXECUTION OF THE CONTRACT. Contractor will not indemnify Region 4 and its administrators due to any negligent or willful act on the part of Region 4, its administrators, officers, employees, or agents, ANY LITIGATION INVOLVING EITHER REGION 4 ESC, ITS ADMINISTRATORS AND EMPLOYEES AND AGENTS WILL BE IN HARRIS COUNTY, TEXAS.** **Region 4 shall provide written notice of any claim or action and allow Contractor to select attorneys of its own choice to appear and defend the claim or action. Contractor shall be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on CONTRACTOR'S relative culpability.** **To the extent authorized by the law and constitution of the State of Texas, Contractor shall be not liable for any indirect, special, incidental, consequential damages, including without limitation loss of profits, or punitive damages whether based on contract, tort, or any other legal theory and irrespective of whether Contractor has notice of the possibility of such damages.** **Contractor's total liability to Region 4 and its Administrators for any and**	Initial

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		all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, shall not, in the aggregate, exceed the amount actually paid to Contractor under the Agreement.	Initial
STANDARD TERMS AND CONDITIONS FOR PROCUREMENT SOLICITATIONS			
Section 11, Page 5	Insurance Requirements	1. Strike: "In addition, REGION 4 ESC shall be named as an alternate employer on the workers' compensation policy." The scope of services outlined in this contract does not apply to the alternate employer requirement.	Initial
Section 14, Page 8	Pricing Escalation/De-escaltion	Price increases requested during the term of the contract may be granted at the sole discretion of Region 4 ESC (this should be mutually agreed based on marketplace and global supply chain data). Xerox agrees not to sell the same product or service at a lower cost to another customer without offering the same pricing discount to REGION 4. In the event that a lower price is provided through any other RFP in the state, REGION 4 will receive that lower price as well.(this is favored nations and we should include our standard clause).	Initial
Section 19, Page 10	Non-Performance/Termination of Contract	Please note that equipment placements can only be terminated due to bankruptcy, the general assignment for the benefit of creditors, or the appointment of a receiver if Xerox has failed to cure a performance issue after being provided written notice and 30 days to cure the failure to the contracted specification. Please note that any termination for budgetary requirements other than "Fund Out" will be considered Termination for Convenience and those terms shall apply. Xerox can agree to Contract cancellation for convenience, however, the Xerox offer is based on a firm equipment installation commitment that cannot be terminated without penalty except for fiscal-year funds non-	Initial

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		appropriation or an uncured Xerox default. Cancellation for any other reason will result in early termination fees. Xerox requires a 30 day cure period. In the event of a default, Xerox is responsible for equipment removal and contract termination eliminating any further obligation on the part of the Customer.	Initial
Section 20, Page 11	Force Majeure	Xerox agrees that neither party will be in breach of its performance obligations if a force majeure event prevents the party from fulfilling those obligations. The payment obligations will be suspended with respect to any equipment that is rendered inoperable during a force majeure event if Xerox is prevented from providing maintenance services. The payment suspension will continue until the end of the force majeure event or until Xerox restores the equipment to operating condition. If payment is suspended, the initial order term length of the affected units will be extended for a period equal to the University's payment suspension. Xerox does not agree to the termination of this Agreement due to a Force Majeure event.	Initial
Section 22, Page 12	No Assignment	Please note that Xerox reserves the right to assign the Contract to a parent, subsidiary, or affiliate of Xerox. Such assignment shall be transparent to Region 4 ESC.	Initial
Section 25, Page 14	Ownership of and Rights to Use Copyrighted Materials	Add the following language to the end of the paragraph: "THE DUTY OF VENDOR TO INDEMNIFY AND HOLD REGION 4, ITS EMPLOYEES AND AGENTS HARMLESS SHALL NOT APPLY ANY BREACH OF INTELLECTUAL PROPERTY RIGHTS DUE TO EQUIPMENT OR SOFTWARE BEING MADE OR MODIFIED BY REGION 4, OR REGION 4'S REQUESTED SPECIFICATIONS OR DESIGNS; OR EQUIPMENT / SOFTWARE BEING USED OR SOLD IN COMBINATION WITH EQUIPMENT, SOFTWARE, OR	Initial

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		SUPPLIES NOT PROVIDED BY VENDOR."	Initial
Section 26, Page 14	Disputes/Venue/Attorney's Feed	Strike the second paragraph in its entirety.	Initial
Section 29, Page 15	Right to Assurance	Xerox requires 30 days	Initial
Section 30, Page 15	Funding Out Clause (Non-Appropriation)	To effect this termination, you must notify Xerox in writing that your legislative body failed to appropriate funds at least 30 days before the beginning of the fiscal year. You will return the equipment, at your expense, to a location designated by Xerox and, when returned, the equipment will be in good condition and free of all liens and encumbrances.	Initial
Section 35, Page 16	Payment	Xerox will not invoice Region 4 ESC by the 15th day of the month, equipment invoicing will commence following installation and acceptance and is billed monthly. Charges for services and excess prints will be reconciled and billed monthly in arrears.	Initial
Section 46, Page 18	Invoicing & Payment	Xerox endeavors to invoice no more than 60 days after work is performed. Should Region 4 ESC dispute an invoice received later than that 60-day winder, Xerox requires that Region 4 ESC provide Xerox written notice describing the item(s) and reason(s) you are disputing the invoice amount. Xerox agrees to work with Region 4 ESC to resolve the dispute and will issue an adjustment invoice, as required. Pending the resolution of the dispute, Region 4 ESC is expected to pay all undisputed amounts, including the Monthly Minimum Charge which is not subject to dispute. Xerox acknowledges that it is responsible for any outstanding liabilities or obligations owed. Should such a liability or obligation be overdue, Xerox requests written notice describing the overdue obligation or liability. Xerox agrees to promptly investigate the claim and will either issue a separate check for the obligation or provide notification as to why the obligation is not due. Pending resolution, all undisputed amounts must	Initial

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		be paid, including the Monthly Minimum Charge which is not subject to dispute at any time.	Initial
Section 47.1, Page 20	Indemnification, Remedies, Governing Law/Venue	See redlines. **TO THE FULLEST EXTENT PERMITTED BY LAW, VENDOR AGREES TO PROTECT, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND REPRESENTATIVES, FROM AND AGAINST ~~ANY AND ALL~~ THIRD PARTY CLAIMS, LIABILITIES, LOSSES, DAMAGES, COSTS, FINES, PENALTIES, AND EXPENSES (INCLUDING REASONABLE LITIGATION COSTS AND ATTORNEY'S FEES, INCLUDING APPEALS), FOR WHICH THE CENTER, ITS DIRECTING BOARD MEMBERS, TRUSTEES, OFFICERS, EMPLOYEES, AGENTS, AND/OR REPRESENTATIVES, CAN OR MAY BE HELD LIABLE AS A RESULT OF INJURY (UP TO AND INCLUDING DEATH) TO A PERSON OR PERSONS OR DAMAGE TO PROPERTY, ~~ARISING OUT OF, OCCASIONED BY, OR IN ANY WAY CONNECTED, DIRECTLY OR INDIRECTLY, WITH~~ TO THE EXTENT SUCH CLAIMS RISE DIRECTLY OUT OF THE VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (COLLECTIVELY, "CLAIM"), WHETHER OR NOT THE CLAIM ARISES FROM THE NEGLIGENCE, WILLFUL ACT, BREACH OF CONTRACT, OR VIOLATION OF LAW BY VENDOR, ITS EMPLOYEES, AGENTS, CONTRACTORS, OR SUBCONTRACTORS, EXCEPT FOR CLAIMS ARISING ~~ENTIRELY~~ IN WHOLE OR IN PART FROM THE WRONGFUL ACTS, OMISSIONS, OR NEGLIGENCE OF THE CENTER, OR ITS AGENTS, EMPLOYEES OR REPRESENTATIVES. ALL OBLIGATIONS AS SET FORTH IN THIS SECTION SHALL SURVIVE THE EXPIRATION, COMPLETION, OR**	Initial

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		TERMINATION OF THIS AGREEMENT. **Region 4 shall provide written notice of any claim or action and allow vendor to select attorneys of its own choice to appear and defend the claim or action. vendor shall be responsible for its equitable share of any claims, liabilities, judgments, costs, and expenses based on vendor's relative culpability.** **To the extent authorized by the law and constitution of the State of Texas, shall be not liable for any indirect, special, incidental, consequential damages, including without limitation loss of profits, or punitive damages whether based on contract, tort, or any other legal theory and irrespective of whether Contractor has notice of the possibility of such damages.** **Vendor's total liability to Region 4 and its Administrators for any and all liabilities, claims or damages arising out of or relating to this Agreement, howsoever caused and regardless of the legal theory asserted, shall not, in the aggregate, exceed the amount actually paid to Vendor under the Agreement.**	Initial
Section 48, Page 20	Quality, Warranty, and Substitutions	2. Xerox will provide either "newly manufactured" or "factory produced new" models of equipment. Both equipment types are currently manufactured by Xerox in a factory environment. None of the equipment provided will be remanufactured, reconditioned, recycled, refurbished, or used, although the equipment may contain some recycled components that meet new parts performance standards. Regardless of which new equipment model is being provided, the District will be the first user of the equipment. 6. Xerox shall repair or replace defective goods or services.	Initial

Section 49, Page 21	Licenses and Permits; Performance	The second sentence of the first paragraph is deleted as it is not applicable.	Initial
[redacted]			
Section 5, Page 7	Open Records Policy	In response to your bid, Xerox has voluntarily provided potential trade secrets and commercial or financial information with the understanding that you will retain the information on a privileged or confidential basis."	Initial
Section 2.a.xiii, Page 12	Products/Pricing	Xerox does not accept credit card payments.	Initial

Additional Terms and Conditions

Initial

Attachment 1	-	General Conditions
Attachment 2	-	Lease Terms and Conditions
Attachment 3	-	Purchase Terms and Conditions
Attachment 4	-	Maintenance Services Terms and Conditions
Attachment 5	-	Rental Terms and Conditions
Attachment 6	-	Services Master Agreement Terms and Conditions
Attachment 7	-	Production Equipment Terms and Conditions
Attachment 8	-	Software Digital Applications Terms and Conditions
Attachment 9	-	EDMS OnBase Schedule
Attachment 10	-	Xerox Services Workplace Schedule
Attachment 11	-	EDMS Secure File Transfer Protocol Schedule
Attachment 12	-	EDMS DocuShare Schedule

Please note that for all Services offerings, including Managed Print Services (MPS), Capture and Content Services (CCS), Customer Engagement Services (CES), and Robotic Process Automation (RPA), Xerox and the Customer will negotiate and mutually agree in writing a Statement of Work detailing the scope and scale of the operational Services for the custom

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solution procured. It describes what Xerox and the Customer will do to implement and enable ongoing operations.

24-12
Xerox Corporation
Supplier Response

Event Information

Number: 24-12
Title: Digital Workspace Solutions
Type: Request for Proposal - OMNIA Partners
Issue Date: 10/30/2024
Deadline: 12/12/2024 02:00 PM (CT)
Notes: Oral communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.

Only online proposals will be accepted. Proposals must be submitted via Region 4 ESC's online procurement system: region4esc.ionwave.net.

No manual, emailed, or faxed proposals will be accepted.

Contact Information

Contact: Crystal Wallace
Address: Procurement Department
7145 West Tidwell Road
Houston, TX 77092
Email: questions@esc4.net

Xerox Corporation Information

Contact: Rachael Jones Turner
Address: 201 Merritt 7
Norwalk, CT 06851
Phone: (818) 620-5163

By electronically signing and submitting this proposal, the VENDOR and their authorized representatives affirm that they have thoroughly reviewed and fully understand the terms, conditions, requirements, and specifications outlined in this invitation for proposals. The VENDOR acknowledges that it is their responsibility to obtain any necessary clarifications or additional information prior to submission. The VENDOR certifies that all information provided is accurate and complete, and they accept full responsibility for any inaccuracies or omissions in their proposal. The digital signature signifies the VENDOR's commitment to abide by all stipulations of this proposal invitation. The VENDOR understands and agrees that submission of this electronic proposal constitutes acceptance of all terms and conditions contained herein, and no claims of error, omission, or misunderstanding will be entertained by the Center. The law provides no allowances for errors made by the VENDOR, and relief will not be granted based on a plea of ignorance or misunderstanding of the requirements.

Rachael Jones Turner
Signature

rachael.jones@xerox.com
Email

Submitted at 12/10/2024 03:15:44 PM (CT)

Supplier Note

Xerox has a deviation regarding question 64 within Attributes. Since there is no option to select "NO" we have added clarifications within our Deviation Form uploaded into Response Attachments No.2.

Requested Attachments

Offer and Contract Form — OFFER AND CONTRACT SIGNATURE FORM_signed.pdf

Complete, sign, and upload the Offer and Contract Signature Form, located on the Attachments tab. (REQUIRED)

Deviation Form — DEVIATION FORM Xerox.docx

Complete and upload the Deviation Form, found in the Attachments tab. *NOTE: Any and all Deviations to any term or condition found in this RFP must be noted on this form. (REQUIRED)

W-9 Upload — 2024-XHC-W9-V2-Signed.pdf

Interested offerors must upload an updated Form W-9 prior to submitting a proposal.

Pricing — Pricing.zip

Provide your pricing as prescribed in the request for proposal and submit the completed file here. If uploading more than one Pricing file, select "New" under the "Other Response Attachments" section found lower on this webpage and upload as many documents as is necessary to properly describe your pricing.

Disclosure of Interested Parties form or Evidence of Exemption — 2024-XHC-W9-V2-Signed.pdf

If you are required under statute to submit a Disclosure of Interested Parties form (1295 form), you must do so here. Section 6 must be completed in its entirety. Alternatively, if you are exempt under the statute, you must provide documentation affirming your exemption. (REQUIRED, see Attribute titled "DISCLOSURE OF INTERESTED PARTIES")

Exhibit A - Response for National Cooperative Contract — OMNIA_Partners_-_Exhibit_A_Response_for_National_Cooperative_Contract_final.pdf

Complete and upload your response to Exhibit A - Response for National Cooperative Contract. This upload should consist of a single document of the Proposer's own design that addresses all the information items requested in Exhibit A, 3.1 through 3.3.

Exhibit F - Federal Funds Certifications

Exhibit F.pdf

Complete and upload your response to Exhibit F - Federal Funds Certifications. This upload should consist of a single document completed with all checkboxes, initials, signatures, and information fields filled in as appropriate.

Exhibit G - New Jersey Business Compliance

OMNIA_Partners_-_Exhibit_G_New_Jersey_Business_Compliance.pdflevy.pdf

Complete and upload your response to Exhibit G - New Jersey Business Compliance. This upload should consist of a single document that is comprised of DOC #1 through DOC #10, with all checkboxes, initials, signatures, and information fields completed as appropriate.

Additional Requirements for Participating Agencies

No response

If the Offeror will require individual agencies to complete any additional requirements or agreements outside of what is proposed and agreed to during this proposal solicitation, Offeror must submit such requirements or agreements as an uploaded file here. If uploading more than one file, select "New" under the "Other Response Attachments" section found lower on this webpage, and upload as many documents as is necessary to submit all additional requirements for participating agencies.

Value Added Services

No response

Provide any additional information related to products and services the Offeror proposes to enhance and add value to the Contract. For example, a proposal for furniture may include additional value-added selections such as installation, white glove delivery options, setup/cleaning, classroom design/layout, special orders, etc. (OPTIONAL)

Conflict of Interest Questionnaire

No response

If a conflict exists that requires the submission of a Conflict of Interest Questionnaire (CIQ), complete and upload the document here. (REQUIRED ONLY IF A CONFLICT EXISTS, see Attribute titled "CONFLICT OF INTEREST QUESTIONNAIRE" for additional information.)

Diversity, HUB Certifications

No response

If your firm holds a certification from certifying agencies related to M/WBE, DBE, HUB, or other diverse business designations, you may upload the certificate here. (OPTIONAL)

Response Attachments

Xerox Attachments.zip

Folder with all Xerox Attachments that complete our response to Region 4 ESC

Bid Attributes

1	**CONTRACT DURATION** The initial term of the Contract is for a period of three (3) years unless terminated, canceled, or extended as otherwise provided herein. Region 4 ESC shall have the right in its sole discretion to renew the Contract for additional terms up to two (2) years after the end of the initial term or for a lesser period of time as determined by Region 4 ESC by providing written notice to the Contractor of Region 4 ESC's intent to renew thirty (30) days prior to the expiration of the original term. Contractor acknowledges and understands Region 4 ESC is under no obligation whatsoever to extend the term of this Contract. In the event the proposal term, including renewals, ends before another proposal is executed, proposal prices and discounts may be extended on a month-to-month basis by mutual consent. Extensions are limited to the lesser of: a) six (6) additional monthly terms, or b) the time which is required to complete a new solicitation for the goods and services provided for in this solicitation. Notwithstanding the foregoing paragraph, the term of the Contract, including any extension of the original term, shall be further extended until the expiration of any Purchase Order issued within the Contract term for a period of up to one year beyond the Contract term. ☑ I certify compliance with this attribute.
2	**NAME OF INDIVIDUAL COMPLETING THIS PROPOSAL** Rachael Jones Turner

3 **HOW MANY YEARS HAS YOUR BUSINESS OPERATED UNDER ITS PRESENT NAME**

63

4 **WHAT IS YOUR CURRENT NUMBER OF CUSTOMER ACCOUNTS?**

251563

5 **WHAT ARE YOUR BUSINESS HOURS?**

Regular business hours are 8 AM to 5 PM Monday-Friday local standard time.

6 **IS 30 DAYS AFTER RECEIPT OF INVOICE AN ACCEPTABLE PAYMENT SCHEDULE FOR YOUR BUSINESS?**

If Yes, type "YES".

If No, describe your payment schedule in the field provided.

YES

7 **WHAT IS THE STANDARD LEAD TIME FOR RECEIPT OF PRODUCTS AFTER ORDER IS RECIEVED (ARO), IN DAYS?**

Provide your answer in number of DAYS after receipt of order (ARO).

30 days

8 **ACCOUNT MANAGER NAME**

Please indicate the name of the account manager we should speak to with concerns about the products and/or services in this proposal.

Rachael Jones Turner

9 **ACCOUNT MANAGER EMAIL**

Rachael.Jones@Xerox.com

10 **ACCOUNT MANAGER PHONE**

(818) 620-5163

11 **PAYMENT REMITTANCE ADDRESS**

East Coast: P.O. Box 827598 Philadelphia, PA 19182-7598; Central States: P.O. Box 802555 Chicago, IL 60680-2555; West Coast: P.O. Box 7405 Pasadena, CA 91109-7405

12 **PAYMENT REMITTANCE PHONE**

13 **CONTRACT/PURCHASE ORDER/QUOTE EMAIL**

Vendors may choose to have purchase orders emailed to them in PDF format in lieu of having them faxed or mailed. To elect this option, please offer the preferred email address in the accompanying field. This email address will apply to any purchases from your company, so the use of a generic email address is suggested, such as bids@companyname.com or purchaseorders@businessname.com.

No response

14 **CONTRACT/PURCHASE ORDER/QUOTE FAX NUMBER, IF APPLICABLE**

If applicable, please provide a fax number to send orders and quote requests.

15 **REQUIRED REFERENCE QUOTE OR CONTRACT NUMBER, IF APPLICABLE**

Enter your quote or contract number and/or any other information our staff would need provide on the face of purchase orders in order to receive discount percentages and contract pricing.

No response

16 **COMPANY WEBSITE ADDRESS, IF APPLICABLE**

www.xerox.com

17 **HOW WERE YOU NOTIFIED OF THIS BID OPPORTUNITY?**

In order to verify the efficiency of communication tools used to notify vendors of bidding opportunities, we ask that you provide us with the manner in which you received notification of this request for bid/proposal.

Email from OMNIA Partners

18 **REFERENCE 1**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

County of San Diego 5560 Overland Ave., Suite 270 San Diego, CA 92123 Kelly San Martin 619-753-3036

19 **REFERENCE 1 EMAIL**

Kelly.Sanmartin@SDCounty.ca.gov

20 **REFERENCE 2**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

City of New York 1 Centre St NY, NY 10017 Yaltiza Miranda, Director of PMO and Programs, OCP-SPI NYC Department of Citywide Administrative Services 212-386-0259

21 **REFERENCE 2 EMAIL**

ymiranda@dcas.nyc.gov

22 **REFERENCE 3**

Please provide the reference of a school and/or business who have utilized the same equipment/products within the last two years. Include Company/Government name, address, contact name, and contact phone number.

Commonwealth of Kentucky Commonwealth Office of Technology (COT) 101 Cold Harbor Drive Frankfort, KY 40601 Tary Fuller, Assistant Director, Office of Client Support Services, Division of Field Services 859-230-4607

23 **REFERENCE 3 EMAIL**

tarym.fuller@ky.gov

24 **THE U.S. STATE YOUR PRINCIPAL PLACE OF BUSINESS IS LOCATED.**

Conneticut

25 **RECIPROCITY**

For Businesses not located in Texas: Does your state of residence or incorporation require out-of-state bidders to underbid vendors residing in your state by a prescribed amount or percentage to receive a comparable contract? If Yes, please input that percentage; If No, please leave the adjacent field blank.

No response

26	**PARTIAL AWARD ACCEPTANCE** REGION 4 ESC retains the right to award this contract in such a manner that it receives the best overall value for the goods and/or services requested in this request for proposal or bid, which may include awarding to multiple vendors. ☑ I understand.
27	**PURCHASE ORDER POLICY** REGION 4 ESC purchases tangible goods and services through the use of approved Purchase Orders. Vendors are highly discouraged from sending products, and/or performing services without prior receipt of an approved District Purchase Order. While campuses and departments may call for quotes and information, please be advised the District is not obligated to pay for any services and/or products ordered via telephone or email in without the presence of a properly executed Purchase Order. ☑ I understand.
28	**ADDENDA NOTIFICATIONS** Any addenda to this proposal will be issued electronically through this system. It is vendor's responsibility to review addenda upon e-mailed notice and retract/amend their submission as deemed necessary. REGION 4 ESC may choose to mark a proposal received prior to the issuance of an addendum as non-responsive should REGION 4 ESC, in its sole determination, finds the addendum to be of such material change that it warrants such determination. If such proposal is found non-responsive, REGION 4 ESC will not consider the proposal for evaluation or further consideration. ☑ I understand.
29	**GENERAL TERMS AND CONDITIONS** Respondent agrees to comply with the Contract and General Terms and Conditions provided as an attachment to this online bid event. Any deviations to the Contract and General Terms and Conditions may be provided using the procedures set forth in the attribute pertaining to deviations. ☑ I certify compliance with this attribute.
30	**DEVIATIONS TO TERMS AND CONDITIONS** Any Deviation from the RFP documents, including the General Terms and Conditions, Notice to Offeror, or any other document presented with terms for consideration by the proposer MUST be documented and presented on the Deviation Form and attached to this electronic bid event via an electronic upload to the "Response Attachments" tab. In addition to indicating the requested deviations on the form, additional pages may be provided to more thoroughly explain each deviation listed on the Deviation Form. ☑ I certify compliance with this attribute.
31	**FELONY CONVICTION NOTIFICATION** State of Texas Legislative Senate Bill No. 1 Section 44.034, Notification of Criminal History, Subsection (a), states “a person or business entity that enters into an agreement with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony”. Subsection (b) states “a school district may terminate the agreement with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a), or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract”. Subsection (c) states “this section does not apply to a publicly held corporation”. Use the list of values associated with this item to identify your status as it relates to this legal requirement. Not Applicable-firm is a publicly held corporation

32 NAME OF FELON AND NATURE OF FELONY, IF APPLICABLE

If response to previous attribute was "Felon - person/owner IS a convicted felon", vendor shall give the name of the felon and details of conviction.

If you did not answer "Felon - person/owner IS a convicted felon" in the previous question, type "N/A" in the respective field.

Not Applicable

33 CRIMINAL HISTORY RECORDS REVIEW OF CERTAIN CONTRACT EMPLOYEES

Texas Education Code Chapter §22.0834 requires that criminal history records be obtained regarding covered employees of entities that contract with a school entity in Texas to provide services for that school entity ("Contractors") and entities that contract with school entity contractors ("Subcontractors"). Covered employees with disqualifying criminal histories are prohibited from serving at a school entity. Contractors/Subcontractors contracting with a school entity shall (1) maintain compliance with the requirements of Texas Education Code Chapter 22 to the school entity; and (2) require that each of their subcontractors complies with the requirements of Texas Education Code Chapter 22. Contractors performing work at a school entity in Texas must comply with these statutes.
Compliance includes providing or causing employees and sub-contractor employees to provide requested information and fingerprinting upon request.
Covered employees: Employees of a Contractor/Subcontractor who have or will have continuing duties related to the service to be performed at a school entity ***and*** have or will have direct contact with students. The school entity will be the final arbiter of what constitutes *continuing duties* and *direct contact* with students at their school.

☑ I certify compliance with this attribute.

34 HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION

Businesses that have been certified by the Texas Building and Procurement Commission (TBPC) or other qualified agency as Historically Underutilized Business (HUB) entities are encouraged to indicate their HUB status when responding to this proposal invitation. The electronic catalogs will indicate HUB certifications for vendors that properly indicate and document their HUB certification on this form.
Select one of the available options:

OPTION A: My business has NOT been certified as HUB.

OPTION B: I certify that my business has been certified as a Historically Underutilized Business (HUB), and I have/will upload the certification information into the "Response Attachments" Tab located in this online bidding event.

OPTION A - Not HUB

35

DISCLOSURE OF INTERESTED PARTIES

Texas state law requires the Disclosure of Interested Parties be filed with a public entity, including regional service centers and school districts, for any contract which:
(1) requires an action or vote by the governing body; or
(2) has a value of $1 million or more; or
(3) for any services provided that would require an individual to register as a lobbyist under TX Gov't Code Chapter 305.

NOTE: This form is not required if the vendor is a publicly-traded business entity, including a wholly-owned subsidiary of the business entity (a company in which ownership is dispersed among the general public via shares of stock which are traded via at least one stock exchange or over-the-counter market).

If you are required by law to submit this form, it must be completed online at the Texas Ethics Commission website. Obtain a numbered certificate and click the link below to access the instructions and to complete this required form. Upon completion, vendors required to submit the form must attach it to the proposal via the "Response Attachments" Tab.

Click here to complete the form on the Texas Ethic Commission's 1295 Form webpage.

Please note: The District must verify receipt of all required 1295 forms received within 30 days on the Texas Ethics Commission website. This verification does not indicate a contract award. Contract awards will be issued via direct communication from the AISD Purchasing Department. A contract requiring a Disclosure of Interested Parties form is voidable at any time if:
(1) the governmental entity or state agency submits to the business entity written notice of the business entity's failure to provide the required disclosure; and
(2) the business entity fails to submit to the governmental entity or state agency the required disclosure on or before the 10th business day after the date the business entity receives the written notice.

IF UNDER LAW YOU ARE EXEMPT FROM SUBMITTING THIS 1295 FORM, PROPOSERS MUST SUBMIT A DOCUMENT THAT SHOWS PROOF OR PROVIDES EXPLANATION OF THIS EXEMPTION.

THE FOLLOWING CONTRACTS ARE EXEMPT FROM THE REQUIREMENTS OF TEXAS DISCLOSURE OF INTERESTED PARTIES LAWS:
- *a sponsored research contract of an institution of higher education;*
- *an interagency contract of a state agency or an institution of higher education;*
- *a contract related to health and human services if:*
  - *the value of the contract cannot be determined at the time the contract is executed; and*
  - *any qualified vendor is eligible for the contract;*
- *a contract with a publicly traded business entity, including a wholly owned subsidiary of the business entity;*
- *a contract with an electric utility, as that term is defined by Section 31.002, Utilities Code; or*
- *a contract with a gas utility, as that term is defined by Section 121.001, Utilities Code.*

☑ I certify compliance with this attribute.

36

CONFLICT OF INTEREST QUESTIONNAIRE

Region 4 Education Service Center (Region 4) is required to comply with Texas Local Government Code Chapter 176, Disclosure of Certain Relationships with Local Government Officers. House Bill 23 significantly changed Chapter 176 as well as the required disclosures and the corresponding forms. As of September 1, 2015, any vendor who does business with Region 4 or who seeks to do business with Region 4 must fill out the new Conflict of Interest Questionnaire (CIQ) if a conflict of interest exists. A conflict of interest exists in the following situations:

1) If the vendor has an employment or other business relationship with a local government officer of Region 4 or a family member of the officer, as described by section 176.003(a)(2)(A) of the Texas Local Government Code; or
2) If the vendor has given a local government officer of Region 4, or a family member of the officer, one or more gifts with the aggregate value of $100, excluding any gift accepted by the officer or a family member of the officer if the gift is: (a) a political contribution as defined by Title 15 of the Election Code; or (b) a gift of food accepted as a guest; or
3) If the vendor has a family relationship with a local government officer of Region 4.

"Vendor" means a person who enters or seeks to enter into a contract with a local governmental entity. The term includes an agent of a vendor. The term includes an officer or employee of a state agency when that individual is acting in a private capacity to enter into a contract. The term does not include a state agency except for Texas Correctional Industries. Texas Local Government Code 176.001(7).

"Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on: (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity; (B) a transaction conducted at a price and subject to terms available to the public; or (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency. Texas Local Government Code 176.001(3).

"Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code. Texas Local Government Code 176.001(2-a).

"Local government officer" means: (A) a member of the governing body of a local governmental entity; (B) a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or (C) an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. Texas Local Government Code 176.001(4).

Individuals serving as a Member of the Board of Directors, the Executive Director, Cabinet Members, and other local government officers may be found at: https://www.esc4.net/about/about-region-4.

For additional information on Conflict of Interest Questionnaire, and the statutes that mandate it, please visit the following links:
Texas Local Government Code, Section 176
Texas House Bill 23

A blank Conflict of Interest Questionnaire is available by clicking:
https://www.ethics.state.tx.us/data/forms/conflict/CIQ.pdf.

If your firm is required to return a completed Conflict of Interest Questionnaire with your proposal submission, use the "Response Attachments" Tab to upload the completed document.

☑ I certify compliance with this attribute.

37	**ENTITITES THAT BOYCOTT ISRAEL** Pursuant to Chapter 2271 of the Texas Government Code, the Respondent hereby certifies and verifies that neither the Respondent , nor any affiliate, subsidiary, or parent company of the Respondent , if any (the "Respondent Companies"), boycotts Israel, and the Respondent agrees that the Respondent and Respondent Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes. *EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) Respondent is not a sole proprietorship; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.* ☑ I certify compliance with this attribute.
38	**FOREIGN TERRORIST ORGANIZATIONS** Section 2252.152 of the Texas Government Code prohibits Region 4 ESC from awarding a contract to any person who does business with Iran, Sudan, or a foreign terrorist organization as defined in Section 2252.151 of the Texas Government Code. Respondent certifies that it not ineligible to receive the contract. ☑ I certify compliance with this attribute.
39	**FIREARMS ENTITIES AND TRADE ASSOCIATIONS DISCRIMINATION** Respondent verifies that: (1) it does not, and will not for the duration of the contract, have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC. *APPLICABILITY: This clause applies only to a contract that: (1) is between a governmental entity and a company with at least 10 full-time employees; and (2) has a value of at least $100,000 that is paid wholly or partly from public funds of the governmental entity.* *EXCEPTIONS: This clause is not required when a state Agency: (1) contracts with a sole-source provider; or (2) does not receive any bids from a company that is able to provide the written verification required by Section 2274.002(b) of the Texas Government Code.* ☑ I certify compliance with this attribute.
40	**ENERGY COMPANY BOYCOTT PROHIBITED** Respondent represents and warrants that: (1) it does not, and will not for the duration of the contract, boycott energy companies or (2) the verification required by Section 2274.002 of the Texas Government Code does not apply to the contract. If circumstances relevant to this provision change during the course of the contract, Respondent shall promptly notify Region 4 ESC. *EXCEPTIONS: Clause only applies to contracts and contractors that meet the following criteria: (i) a "company" within the definitions of Section 2274.001(2) of the Tex. Gov't Code; (ii) with 10 or more full-time employees; and (iii) with a contract to be paid a value of $100,000 or more wholly or partially from public funds of the governmental entity.* ☑ I certify compliance with this attribute.
41	**CRITICAL INFRASTRUCTURE AFFIRMATION** Pursuant to Government Code Section 2274.0102, Respondent certifies that neither it nor its parent company, nor any affiliate of Respondent or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Government Code Section 2274.0103, or (2) headquartered in any of those countries. *EXCEPTION: Clause only applies to solicitations and contracts in which the contractor would be granted direct or remote access to or control of critical infrastructure, as defined by Section 2274.0101 of the Texas Government Code, in this state, other than access specifically allowed for product warranty and support purposes.* *The Governor of the State of Texas may designate countries as a threat to critical infrastructure under Section 2274.0103 of the Texas Government Code. Agencies should promptly add any country that is designated by the Governor to this clause.*" ☑ I certify compliance with this attribute.

42 **OPEN RECORDS POLICY**

All proposals, information and documents submitted are subject to the Public Information Act requirements governed by the State of Texas once a Contract(s) is executed. If an Offeror believes its response, or parts of its response, may be exempted from disclosure, the Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt and include detailed reasons to substantiate the exemption. Price is not confidential and will not be withheld. Any unmarked information will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any Offeror. Offeror is advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

OPTION A: We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

OPTION B: We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act and these requested exemptions are uploaded into the "Response Attachments" Tab located in this online bidding event.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must include detailed reasons to substantiate the exemption(s). Price is not confidential and will not be withheld. All information believed to be a trade secret or proprietary must be listed. It is further understood that failure to identify such information, in strict accordance with the instructions, will result in that information being considered public information and released, if requested under the Public Information Act.)

OPTION A - No proprietary information

43 **CONSENT TO RELEASE PROPOSAL TABULATION**

Notwithstanding anything explicitly and properly declared as Confidential or Proprietary Information to the contrary, by submitting a Proposal, Vendor consents and agrees that, upon Contract award, the District may publicly release, including posting on the public Region 4 ESC and/or OMNIA Partners website(s), a copy of the proposal tabulation for the Contract including Vendor name; proposed catalog/pricelist name(s); proposed percentage discount(s), unit price(s), hourly labor rate(s), or other specified pricing; and Vendor award notice information.

☑ I certify compliance with this attribute.

44 CONTRACTING INFORMATION

If Vendor is not a governmental body and

(a) this Agreement has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC; or

(b) this Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by REGION 4 ESC in a fiscal year of REGION 4 ESC, the following certification shall apply; otherwise, this certification is not required.

As required by Tex. Gov't Code § 552.374(b), the following statement is included in the RFP and the Agreement (unless the Agreement is

(1) related to the purchase or underwriting of a public security;

(2) is or may be used as collateral on a loan; or

(3) proceeds from which are used to pay debt service of a public security of loan):

"The requirements of Subchapter J, Chapter 552, Government Code, may apply to this RFP and Agreement and the contractor or vendor agrees that the contract can be terminated if the contractor or vendor knowingly or intentionally fails to comply with a requirement of that subchapter."

Pursuant to Subchapter J, Chapter 552, Texas Government Code, the Vendor hereby certifies and agrees to

(1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to REGION 4 ESC for the duration of the Agreement;

(2) promptly provide to REGION 4 ESC any contracting information related to the Agreement that is in the custody or possession of the Vendor on request of REGION 4 ESC; and

(3) on completion of the Agreement, either

(a) provide at no cost to AISD all contracting information related to the Agreement that is in the custody or possession of Vendor, or

(b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to REGION 4 ESC.

☑ I certify compliance with this attribute.

45 ANTI-TRUST CERTIFICATION STATEMENT

Vendor affirms under penalty of perjury of the laws of the State of Texas that:

(1) I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;

(2) In connection with this bid, neither I nor any representative of the Company have violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;

(3) In connection with this bid, neither I nor any representative of the Company have violated any federal antitrust law; and

(4) Neither I nor any representative of the Company have directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

☑ I certify compliance with this attribute.

46 FEDERAL RULE (A) - CONTRACT TERM VIOLATIONS

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR §200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

*Pursuant to Federal Rule (**A**) above, when federal funds are expended by Region 4 ESC, Region 4 ESC reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.*

☑ I certify compliance with this attribute.

47	**FEDERAL RULE (B) - TERMINATION CONDITIONS** **(B)** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) *Pursuant to Federal Rule (**B**) above, when federal funds are expended by REGION 4 ESC, REGION 4 ESC reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Vendor, in the event vendor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation; (4) to the greatest extent authorized by law, if an award no longer effectuates the program goals or priorities of the Federal awarding agency or REGION 4 ESC. REGION 4 ESC also reserves the right to terminate the contract immediately, with written notice to vendor, for convenience, if REGION 4 ESC believes, in its sole discretion that it is in the best interest of REGION 4 ESC to do so. The vendor will be compensated for work performed and accepted and goods accepted by REGION 4 ESC as of the termination date if the contract is terminated for convenience of REGION 4 ESC. Any award under this procurement process is not exclusive and REGION 4 ESC reserves the right to purchase goods and services from other vendors when it is in the best interest of REGION 4 ESC.* ☑ I certify compliance with this attribute.
48	**FEDERAL RULE (C) - EQUAL EMPLOYMENT OPPORTUNITY** **(C)** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” It is the policy of REGION 4 ESC not to discriminate on the basis of race, color, national origin, gender, limited English proficiency or disabling conditions in its programs. Vendor agrees not to discriminate against any employee or applicant for employment to be employed in the performance of this Contract, with respect to hire, tenure, terms, conditions and privileges of employment, or a matter directly or indirectly related to employment, because of age (except where based on a bona fide occupational qualification), sex (except where based on a bona fide occupational qualification) or race, color, religion, national origin, or ancestry. Vendor further agrees that every subcontract entered into for the performance of this Contract shall contain a provision requiring non-discrimination in employment herein specified binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the Contract. *Pursuant to Federal Rule (**C**) and the requirements stated above, when federal funds are expended by REGION 4 ESC on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.* ☑ I certify compliance with this attribute.

49	**FEDERAL RULE (D) - DAVIS BACON ACT/COPELAND ACT** **(D)** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. *Pursuant to Federal Rule (**D**) above, when federal funds are expended by REGION4 ESC, during the term of an award for all contracts and subgrants for construction or repair, the vendor will be in compliance with all applicable Davis-Bacon Act provisions.* ☑ I certify compliance with this attribute.
50	**FEDERAL RULE (E) - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** **(E)** (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. *Pursuant to Federal Rule (**E**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.* ☑ I certify compliance with this attribute.
51	**FEDERAL RULE (F) - RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT** **(F)**If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. *Pursuant to Federal Rule (**F**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.* ☑ I certify compliance with this attribute.

52	**FEDERAL RULE (G) - CLEAN AIR ACT/FEDERAL WATER POLLUTION CONTROL ACT** **(G)** The Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that the vendor will be in compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871). When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process in excess of $100,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. *Pursuant to Federal Rule (**G**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (**G**) above.* ☑ I certify compliance with this attribute.
53	**FEDERAL RULE (H) - DEBARMENT AND SUSPENSION** **(H)** (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. *Pursuant to Federal Rule (**H**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency or by the State of Texas. Vendor shall immediately provide written notice to REGION 4 ESC if at any time the vendor learns that this certification was erroneous when submitted or has become erroneous by reason of changed circumstances. REGION 4 ESC may rely upon a certification of a vendor that the vendor is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract, unless REGION 4 ESC knows the certification is erroneous.* ☑ I certify compliance with this attribute.

54

FEDERAL RULE (I) - BYRD ANTI-LOBBYING AMENDMENT

(I) (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

*Pursuant to Federal Rule (**I**) above, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 ESC resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:*

(1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certificate is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

☑ I certify compliance with this attribute.

55

FEDERAL RULE (J) - PROCUREMENT OF RECOVERED MATERIALS

(J) When federal funds are expended by REGION 4 ESC, REGION 4 ESC and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and (3) establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

*Pursuant to Federal Rule (**J**) above, when federal funds are expended REGION 4 ESC, as required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6962(c)(3)(A)(i)), the vendor certifies, by signing this document, that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.*

☑ I certify compliance with this attribute.

56 **FEDERAL RULE (K) - PROHIBITION ON CERTAIN TELECOM AND SURVEILLANCE SERVICE AND EQUIPMENT**

(K) Region 4 ESC, as a non-federal entity, is prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain,
(2) extend or renew a contract to procure or obtain, or
(3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system. Covered telecommunications equipment is telecommunications equipment produced Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities) and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

The Respondent certifies that it will not purchase equipment, services, or systems that use covered telecommunications, as defined herein, as a substantial or essential component of any system, or as critical technology as part of any system.

☑ I certify compliance with this attribute.

57 **FEDERAL RULE (L) - BUY AMERICAN PROVISIONS**

(L) As appropriate and to the extent consistent with law, REGION 4 ESC has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States, including but not limited to iron, aluminum, steel, cement, and other manufactured products, when spending federal funds. Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. Purchases that are made with non-federal funds or grants are excluded from the Buy American Act.

Vendor certifies that it is in compliance with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must still follow the applicable procurement rules calling for free and open competition.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

☑ I certify compliance with this attribute.

58 **FEDERAL RULE - REQUIRED AFFIRMATIVE STEPES FOR SMALL, MINORITY, AND WOMEN-OWNED FIRMS FOR CONTRACTS PAID FOR WITH FEDERAL FUNDS**

When federal funds are expended by REGION 4 ESC, Vendor is required to take all affirmative steps set forth in 2 CFR 200.321 to solicit and reach out to small, minority and women owned firms for any subcontracting opportunities on the project, including:

1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

☑ I certify compliance with this attribute.

59

FEDERAL RULE - FEDERAL RECORD RETENTION

When federal funds are expended by REGION 4 ESC for any contract resulting from this procurement process, the vendor certifies that it will comply with the record retention requirements detailed in 2 CFR §200.334. The vendor further certifies that vendor will retain all records as required by 2 CFR §200.334 for a period of three (3) years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Vendor agrees that REGION 4 ESC, Inspector General, Department of Homeland Security, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor, and its successors, transferees, assignees, and subcontractors that are directly pertinent to the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Vendor agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

☑ I certify compliance with this attribute.

60

FEDERAL RULE - PROFIT NEGOTIATION

For purchases using Federal funds in excess of $250,000, REGION 4 ESC may be required to negotiate profit as a separate element of the price. (See 2 CFR 200.324(b)).

When required by REGION 4 ESC, Vendor agrees to provide information relating to profitability of the given transaction and itemize the profit margin as a separate element of the price.

☑ I certify compliance with this attribute.

61

FEDERAL RULE - SOLID WASTE DISPOSAL ACT

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Sold Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceed $10,000; procuring sold waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014.)

Pursuant to this federal rule, when federal funds are expended by REGION 4 ESC, the vendor certifies that during the term of all contracts resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in this paragraph.

☑ I certify compliance with this attribute.

62

APPLICABLITY TO SUBCONTRACTORS

Vendor agrees that all contracts it awards pursuant to this procurement action shall be bound by the terms and conditions of this procurement action.

☑ I certify compliance with this attribute.

63

COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 ESC expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

☑ I certify compliance with this attribute.

64	**INDEMNIFICATION** **Acts or Omissions** Vendor shall indemnify and hold harmless Region 4, AND/OR THEIR OFFICERS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES arising out of, or resulting from any acts or omissions of the Vendor or its agents, employees, subcontractors, Order Fulfillers, or suppliers of subcontractors in the execution or performance of the Contract and any Purchase Orders issued under the Contract. **Infringements** a) Vendor shall indemnify and hold harmless Region 4 and Customers, AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES from any and all third party claims involving infringement of United States patents, copyrights, trade and service marks, and any other intellectual or intangible property rights in connection with the PERFORMANCES OR ACTIONS OF VENDOR PURSUANT TO THIS CONTRACT. VENDOR AND THE CUSTOMER AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM. VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. b) Vendor shall have no liability under this section if the alleged infringement is caused in whole or in part by: (i) use of the product or service for a purpose or in a manner for which the product or service was not designed, (ii) any modification made to the product without Vendor's written approval, (iii) any modifications made to the product by the Vendor pursuant to Customer's specific instructions, (iv) any intellectual property right owned by or licensed to Customer, or (v) any use of the product or service by Customer that is not in conformity with the terms of any applicable license agreement. c) If Vendor becomes aware of an actual or potential claim, or Customer provides Vendor with notice of an actual or potential claim, Vendor may (or in the case of an injunction against Customer, shall), at Vendor's sole option and expense; (i) procure for the Customer the right to continue to use the affected portion of the product or service, or (ii) modify or replace the affected portion of the product or service with functionally equivalent or superior product or service so that Customer's use is non-infringing. **Taxes/Workers' Compensation/Unemployment Insurance – Including Indemnity** a) VENDOR AGREES AND ACKNOWLEDGES THAT DURING THE EXISTENCE OF THIS CONTRACT, VENDOR SHALL BE ENTIRELY RESPONSIBLE FOR THE LIABILITY AND PAYMENT OF VENDOR'S AND VENDOR'S EMPLOYEES' TAXES OF WHATEVER KIND, ARISING OUT OF THE PERFORMANCES IN THIS CONTRACT. VENDOR AGREES TO COMPLY WITH ALL STATE AND FEDERAL LAWS APPLICABLE TO ANY SUCH PERSONS, INCLUDING LAWS REGARDING WAGES, TAXES, INSURANCE, AND WORKERS' COMPENSATION. THE CUSTOMER AND/OR REGION 4 SHALL NOT BE LIABLE TO THE VENDOR, ITS EMPLOYEES, AGENTS, OR OTHERS FOR THE PAYMENT OF TAXES OR THE PROVISION OF UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION OR ANY BENEFIT AVAILABLE TO A STATE EMPLOYEE OR EMPLOYEE OF ANOTHER GOVERNMENTAL ENTITY CUSTOMER. b) VENDOR AGREES TO INDEMNIFY AND HOLD HARMLESS CUSTOMERS, REGION 4 AND/OR THEIR EMPLOYEES, AGENTS, REPRESENTATIVES, CONTRACTORS, AND/OR ASSIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEYS' FEES, AND EXPENSES, RELATING TO TAX LIABILITY, UNEMPLOYMENT INSURANCE AND/OR WORKERS' COMPENSATION IN ITS PERFORMANCE UNDER THIS CONTRACT, VENDOR SHALL BE LIABLE TO PAY ALL COSTS OF DEFENSE INCLUDING ATTORNEYS' FEES. ☑ I certify compliance with this attribute.
65	**EXCESS OBLIGATIONS PROHIBITED** Proposer understands that all obligations of Region 4 ESC under the contract are subject to the availability of state funds. If such funds are not appropriated or become unavailable, the contract may be terminated by Region 4 ESC. ☑ I certify compliance with this attribute.
66	**SUSPENSION AND DEBARMENT** Respondent certifies that neither it nor its principals are debarred, suspended, proposed for debarment, declared ineligible, or otherwise excluded from participation in the contract by any state or federal agency. ☑ I certify compliance with this attribute.

67	**CHANGE IN LAW AND COMPLIANCE WITH LAWS** Proposer shall comply with all laws, regulations, requirements and guidelines applicable to a vendor providing services and products required by the contract to the Region 4 ESC, as these laws, regulations, requirements and guidelines currently exist and as amended throughout the term of the contract. Region 4 ESC reserves the right, in its sole discretion, to unilaterally amend the contract prior to award and throughout the term of the contract to incorporate any modifications necessary for compliance with all applicable state and federal laws, regulations, requirements and guidelines. ☑ I certify compliance with this attribute.
68	**CREDITS, REBATES, AND DISCOUNTS** If a purchase results in credits, rebates, discounts, the vendor must provide CONTRACTING LEA with a refund of that amount, and all provided refunds must be accompanied by an itemized account of the refunds, with all items bearing the related the sales order, invoice number, or other identifying value from which the rebate, refund, or credit is derived. This includes processed USDA Foods products. Refunds accrued should be provided back to CONTRACTING LEA within one month of vendor's receipt. Not properly crediting back these monies may result in termination of the contract, as well as retainage of pending payments up to the sum of the rebates, credits, discounts, and USDA Foods values. CONTRACTING LEA reserves the right to audit the information necessary to determine the value of any pending credits due. ☑ I certify compliance with this attribute.
69	**ANTI-DISCRIMINATION CERTIFICATION** Vendor certifies that it shall be in compliance with Title VI of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities where applicable, which prohibits discrimination of all eligible program participants on the basis of age, color, disability, national origin, race, and gender. ☑ I certify compliance with this attribute.
70	**ADHERENCE TO HEALTH AND SAFETY CERTIFICATIONS, LICENSING, AND REGULATIONS** Vendor certifies it shall, as applicable, obtain, meet, or exceed all applicable local, state, and federal health and safety certifications, licensing, or regulations which include, but are not limited, to facility use, food establishment, and authorized providers. ☑ I certify compliance with this attribute.

71 **HACCP-BASED FOOD SAFETY PLAN**

Does your company implement a HACCP (Hazard Analysis Critical Control Point) based food safety plan? A HACCP Plan for your company should consist of policies and procedures related to the following topics:

1. Hazard analysis
2. Critical Control Points established and limits set
3. Planned procedures in place to correct processes when deviation may occur
4. Detailed and accurate record keeping
5. Verification procedures
6. Equipment installation and maintenance
7. Master cleaning and sanitation schedule
8. Orientation for all employees
9. Ongoing training on food safety and HACCP procedures
10. Separation of food and chemical products
11. Time/temperature monitoring
12. Refrigerated dock receiving and loading
13. Pest control

All food safety plan documentation and monitoring logs must be made available upon request.

If the answer to this question is No, vendor must plan to implement a HACCP-based food safety plan prior to start of contract, and such date must be provided in the SUPPLIER NOTES section of this proposal. Failure to implement this plan within 10 days of the contract start date may result in proposal disqualification or revocation of award.

If you are not bidding on food or beverage items, indicate by selecting "Not applicable - non-food items" from the options provided.

NON-APPLICABLE - NON-FOOD ITEMS

72 **Provide equipment manufacturer, equipment types and discounts off published list price.**

Xerox presents our Price Exhibits, which includes a complete portfolio of our offerings. Percent discount is presented as a percent off list price by market code. Additional discounts may be available based on the size and scope of the individual offerings.

73 **Define any freight charges.**

The Xerox offer includes all expenses associated with the equipment’s freight, its shipment to and removal from the delivery dock, and its inside delivery/removal, excluding any unique delivery or removal expenses. The customer will be responsible for any non-standard inside delivery or removal expenses, such as the additional time or resources required to disassemble the equipment due to the lack of adequate facility access (door removal, upending equipment, or crane support) or the movement of the equipment up/down stairs using stair creepers. If any excess rigging is required, Xerox will include the details and associated costs with the individual equipment proposal prior to performing the actual service.

74 **Describe how Offeror responds to emergency orders.**

The Xerox Sales Representative is responsible for contacting a Customer and obtaining an order. After the Xerox agreement is finalized and signed, the Xerox Sales Representative submits the order electronically to the Xerox Order Entry team. The Xerox Order Entry team reviews and edits the order for validation of pricing (including contract term), invoice addresses, delivery addresses, and overall configuration of a device prior to releasing the order. The order is then routed electronically to the Xerox Warehouse and Logistics. Warehouse will fulfill the order by ensuring that the equipment ordered is shipped to Logistics. Logistics will contact the Customer to schedule the equipment delivery. In the event a product is required sooner than the Xerox Warehouse can ship to Logistics, there are several options to expedite the order: •Pre-staging - available for delivery promptly after signature. •Product can be sourced locally. •Demonstration units from local showroom •Short-term rental

75 **What is Offeror's average Fill Rate?**

Xerox’s fill rate is 95%.

76	**What is Offeror's average on time delivery rate? Describe Offeror's history of meeting the shipping and delivery timelines.**

Xerox equipment deliveries can normally be expected within two to three weeks following the receipt of an OMNIA Partner Member's equipment order. In the rare occurrence of a product constraint, Xerox will inform the member that a constraint condition exists and will provide a revised delivery date. If the revised target delivery date is unacceptable, the OMNIA Partner Member can cancel the order prior to delivery without penalty to either party.

77	**Describe Offeror's return and restocking policy.**

All leased equipment proposed will be covered under a Xerox Full Service Maintenance Agreement (FSMA) for the full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality. This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with Full Service Maintenance Agreement (FSMA). Xerox customers return more than 2.5 million spent cartridges and toner containers annually through the Green World Alliance recycling program and other Xerox programs. Together we've kept more than 145 million pounds of waste out of landfills over the past 20 years. Customers may choose several options for recycling Genuine Xerox Branded consumables. Xerox does not charge a restocking fee for returned items.

78	**Describe Offeror's ability to meet service and warranty needs.**

All leased equipment proposed will be covered under a Xerox Full Service Maintenance Agreement (FSMA) for the full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality. This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with FSMA.

79	**Describe Offeror's customer service/problem resolution process. Include hours of operation, number of services, etc.**

You can place a service call to the Xerox Customer Support Center (CSC) 24 hours a day, seven days a week. Our standard on-site assistance is available to you from 8 A.M. to 5 P.M., local time, excluding designated holidays. If your service call is placed outside of the hours designated for on-site service, it is logged and the local Technical Service Representative (TSR) is notified first thing, the next business day, so they can provide you service at your site as soon as possible. The Xerox Customer Service Support Representative (CSR) answering your call will be able to help you solve many common problems quickly and easily over the phone. We combine our domain knowledge and technology expertise to provide top support, effortless inquiries and much more. We use Augmented Reality Solutions to provide remote customer service capabilities through desktop, mobile and smart glass devices (CareAR Assist), helping us solve issues faster.

80	**Describe Offeror's invoicing process. Include payment terms and acceptable methods of payments. Offerors shall describe any associated fees pertaining to credit cards/p-cards.**

All payments are due within 30-days of the invoice date. Xerox will bill the end users as per the contract terms in arrears. Xerox will not invoice the Customer until Xerox has received a signed order or purchase order from the Customer, and the equipment has been delivered, installed, and is available for the Customer's use. All invoice payments under this Agreement shall be made via check, Automated Clearing House debit, Electronic Funds Transfer, or direct debit from Customer's bank account.

81	**Describe Offeror's contract implementation/customer transition plan.**

We pride ourselves in developing a customer transition plan that has proven successful in the past 20 years since marketing the Region 4 ESC contracts. At the heart of the strategy is educating our national sales force. We believe that as our sales force understands the benefits of the contract coupled with our cost-effective document management technologies and services, contract success will follow. Our dedicated OMNIA Partners' contract administrator will educate and promote the benefits of the Region 4 ESC contract to all sales teams.

82 **Describe the financial condition of Offeror.**

Xerox is a technology leader with over $6 billion in annual revenue; focused on helping people communicate and work better. We apply our expertise in imaging and printing, data analytics, and the development of secure and automated solutions to help our customers improve productivity and increase client satisfaction. Our financial stability is backed by a proven track record of maintaining strong margins through ongoing cost and productivity initiatives. As markets shift, we undertake restructuring to optimize our workforce and facilities to best align our resources with the growth areas of our business, and to maximize profitability and cash flow in businesses that are declining. Additional details on the financial stability of Xerox can be found in our Annual Report at: https://www.news.xerox.com/investors/reports.

83 **Provide a website link in order to review website ease of use, availability, and capabilities related to ordering, returns and reporting. Describe the website's capabilities and functionality.**

Xerox Elite eCommerce Solutions enable the online ordering of equipment and supplies for our governmental, educational and commercial accounts. Offered as a value added service to Xerox clients, we can create a web ordering portal, e-catalog or PunchOut site specifically for OMNIA Partner members and will help you through the planning, procurement and deployment process online through 24 / 7 site availability, purchasing level approval workflow and online viewing of contract terms and conditions. The final Ecommerce solution will be determined and customized upon contract award.

84 **Describe the Offeror's safety record.**

This requirement is not applicable to this RFP. As such, we do not provide Xerox's safety record

85 **Provide a brief history of the Offeror, including year it was established and corporate office location.**

Headquartered in Norwalk, CT, Xerox serves customers by providing extensive leading-edge document technology, services and software. Xerox is a workplace technology company, building and integrating software and hardware for enterprises large and small. As customers seek to manage information and document workflows across digital and physical platforms, we deliver a seamless, secure, and sustainable experience. Xerox dates back to 1906 as the Haloid Company. We pioneered and brought to market many of the technologies and solutions used by office workers every day, whether inventing the copier, the Ethernet, the laser printer or more, Xerox has long defined the modern work experience and continues to do so with investments in artificial intelligence (AI), augmented reality (AR)-driven service experiences, robotic process automation (RPA) that enable Xerox to deliver essential products and services to address productivity challenges of a hybrid workplace and distributed workforce.

86 **Describe Offeror's reputation in the marketplace.**

As a testament to Xerox's reputation in the marketplace, we are honored to be recognized by Forbes in this year's list of World's Most Reputable Companies. As a company, we strive to align our reputation with our brand through exemplifying authenticity, ethical behavior, and product value in all initiatives. taking revenue, brand familiarity and brand perceptions into consideration. As today's technologies and capabilities have found organizations under a constant microscope, Xerox continues to make a concerted effort towards exemplifying and maintaining our legacy and values both internally and externally. We are a leader in our industry and have a strong and valuable global brand. We systematically evaluate our competition and the needs of our customers and partners to maintain our leadership position and make the portfolio and distribution investments to further penetrate growth areas of the market.

87 **Describe Offeror's reputation of products and services in the marketplace.**

Xerox's brand recognition and reputation for document management expertise, innovative technology and service delivery excellence are recognized in the industry as our competitive advantages. Xerox products and services have received some of the industry's top honors. Below are a few examples of these awards. For further details please follow this link: https://www.xerox.com/en-na/about/insights/workplace-awards#tab-hardware. Hardware: • BLI 2024-2025 Pacesetter Award in Education • BLI 2021-2022 PaceSetter in Smart Print Manufacturing. • BLI 2021-2024 PaceSetter in Print Applications: Software: • BLI 2024 Smart Workplace Solutions Line of the Year. • BLI 2024-2025 Pacesetter Award in Education Services: • Xerox is positioned as a leader in the Quocirca Managed Print Services, Cloud Print Services, Print Security Landscape. • Xerox wins 2022-2023 BLI Pacesetter Award from Keypoint Intelligence for its Comprehensive Managed Print Services Programs.

88 **Describe if distributors/dealers/resellers/subsidiaries/partners ("affiliates") will be used to fulfill the contract. Submit a list of those affiliates authorized to sell under the proposed contract.**

Where and how does Offeror propose to maintain an authorized affiliate list so it may be accessed by Participating Agencies? How often does the supplier propose to update the affiliate list? Confirm the Offeror reviews the financial health, debarment status and overall general capacity of authorized affiliates. Offerors who us authorized affiliates are responsible for ensuring authorized affiliates are performing in accordance with the contract.

At present time, Xerox fulfills the Region 4 ESC contract through our Subsidiary and Agent Sales organizations. Our Subsidiary units, predominantly Xerox Business Solutions (XBS), leads Xerox's State/Local sales in the US. Through our 60+ locally-based operations, it allows the State/Local Governments to be serviced by entities that are based locally and serviced locally across hundreds of locations throughout the US. Additionally, Xerox has a national network of Agents who utilize the same Xerox systems, processes and tools as Xerox Direct and Subsidiary sales organizations. These groups are locally-based small businesses and are intended to service the Small/Mid-Sized government entities as well as rural areas. The Authorized Affiliate list will be submitted as an attachment of the Master Agreement. Xerox will update the Affiliate List as changes occur and/or validated periodically for accuracy. When changes occur, Xerox will submit a Contract Update Request Form to Region 4 ESC to update the Authorized Affiliate list.

89 **Describe the experience and qualifications of key employees.**

Mark Browning VP Government, Healthcare and Education Center of Excellence 35 years of sales, marketing and operational experience. Contracting with the Public Sector marketplace including contract enablement, education, pricing, strategy, reporting and compliance. Rachael Jones Turner. Expert in strategic direction, deployment , education and contract support throughout the term of the contract. Kathlene M. Andris. Expert in reporting capabilities. Geri Pomerantz . Oversees the pricing and terms and conditions of the Master Agreement. Sandra Ball. Ensures business operations are performed in compliance with the T&Cs of the MA. Ed Buckson. Supports our customers' business and supplier diversity objectives. Tony Iannitelli. Drives sales growth and integration with our national sales channels. Chris McPherson. Supports our tools, systems, and resources to grow our government sales in the SMB space

90 **Describe Offeror's experience working with the government sector.**

Today, as an $6.9 billion enterprise, Xerox delivers solutions and services to clients in commercial enterprises, government agencies and local municipalities. Xerox is experienced in providing Document Management Technologies and Services to government agencies—we provide end-to-end solutions for federal, state and local government agencies, in addition to government healthcare and transportation entities. We have a presence in all 50 U.S. states, 15,700 local governments, and 28 U.S. federal agencies. More than 4,200 local government and 1,200 state entities nationwide trust Xerox to provide the technology and services they need. A significant portion of our revenues is derived from contracts with U.S. federal, state and local governments and their agencies, as well as international governments and their agencies.

91 **Describe past litigation, bankruptcy, reorganization, state investigations of entity or current officers and directors.**

Bankruptcy Xerox has not filed for bankruptcy or other of form of debt resolution. Litigation In the ordinary course of its business, Xerox, its subsidiaries and affiliates are routinely the subject of litigation that asserts a variety of claims, sometimes including employment-related claims. Please see Xerox's Annual (Form 10-K), Quarterly (Form 10-Q) and Current (Form 8-K) Reports filed with the U.S. Securities and Exchange Commission (SEC) for information on material litigation. These reports are available to the public on the SEC website and on Xerox's website http://www.xerox.com/investor.

92 **Provide Offeror's expertise in working with public sector and understanding of the unique technical regulatory requirements.**

Xerox has many years of experience working and understanding Public sector needs and regulations. Federal IT equipment must meet several technical regulatory requirements to ensure compliance with environmental, security, and performance standards. Here are few key examples: EPEAT (Electronic Product Environmental Assessment Tool) ENERGY STAR FedRAMP (Federal Risk and Authorization Management Program) Common Criteria Certification NIST (National Institute of Standards and Technology) Guidelines DISA's Security Technical Implementation Guides (STIGs) Common Access Card (CAC) Requirements Meeting these requirements help ensure that Xerox's is secure, energy-efficient, and environmentally friendly.

93 **Indicate if Offeror is licensed to do business in all 50 states.**

☑ Yes

☐ No

94 **Value Add - Provide any additional information related to products and services Offeror proposes to enhance and add value to the Contract.**

Xerox has long been regarded as a leader in document technology, some of our latest technological advanced include: Single Controller Platform – One controller to Test, Certify and Configure saves IT Time and Resources for both deployment and troubleshooting. Single Print Driver – The Xerox Global Print Driver can be deployed for all Office Device including non-Xerox devices. Learn Once, Use Any – ConnectKey platform allows for a single user-interface for all Office devices – from desktop Multi-Function Devices to standalone, color and black-and-white. Your end-users benefit because once they are familiar with one device, they will know how to use any in the environment. Remote User Interface – Customer's internal helpdesk can see the actual device User Interface remotely in real-time as well as push/toggle buttons to assist in troubleshooting and/or End-User Training. Embedded Trellix Security – Xerox and Trellix have partnered to provide an embedded level of security directly into the device for information assurance. Cisco Infrastructure Integration – Cisco® TrustSec Identity Services Engine (ISE) integration provides comprehensive visibility of all of these MFPs' endpoints to enforce IT-centric security policies and compliance. Connectivity – The ConnectKey platform has robust connectivity abilities, including connectivity to many enterprise and office applications whether hosted locally or on the cloud. Additionally, it directly connects for enhanced troubleshooting and monitoring. Encryption – Full device encryption for all data-in-use, data-in-motion and data-at-rest for all Common Criteria Certified devices. Partnerships to Extend our Value Proposition Trellix - Consistent with our continued emphasis on security, Xerox has partnered with Trellix to stay in front of the increasing threats to embedded systems. Together, we've built in the self-monitoring and self-protection each individual unit needs to guard against malicious attacks. It communicates directly with the central security management console to allow printers and MFPs to be managed in just the same way customers manage their desktops. Cisco - Enhances our MFP hardware and software security as a system to stay ahead of new threats and respond to them more rapidly. The Xerox/Cisco partnership addresses security challenges by leveraging the Cisco TrustSec solution, which helps identify, monitor, and manage devices from a central location and protects the data paths to and from them. Syncing with Common Government Systems & the Cloud - ConnectKey® technology allows for automatic document conversion to a searchable PDF, Word, or Excel file, creating digitized files that, with a single touch, can be routed via the Cloud to repositories such as Microsoft 365, SharePoint Online, Google Drive, DropBox, Evernote, PaperPort Anywhere, and Salesforce.com. Apps - Xerox App Gallery allows for apps to load directly on the ConnectKey® controller for work to get done in a variety of ways. It is pre-loaded directly on the user interface to give users easy access to a variety of apps from Xerox and partners. These include: The Xerox Easy Translation Service App: A first-of-its-kind service that can capture text from a scanned document and translate it to over 40 languages. The @PrintByXerox App: A mobile cloud printing solution that allows employees and visitors to securely print from any mobile or network connected device to an MFD by way of a single email address without IT support.? The QR Code App: Lets users connect and pair to a ConnectKey® -enabled MFD with a simple scan of a QR code from their phone or tablet to effortlessly print and scan documents. The Mobile Link App: Now available on iOS and Android, it lets users create one-touch, automated workflows on their mobile devices to remotely control a Xerox MFD and transmit documents to fax, email and cloud hosted services like Box, Dropbox, and Google Drive.

95 **Include a per diem rate.**

Not Applicable

96	**For Non-Normal Working Hours, indicate if there is a minimum charge of hours and what the number of hours is.**
	For Xerox equipment already covered by a Basic 1x5 Service Contract, for which service is requested after Xerox' standard business hours, the charge for both time (labor) and materials(parts) will be at a flat fee of $676.00 per call for A3 & A4 office products. The flat fee for the as "High-End Production Products" is $820.00 per call. After Hours service is subject to availability in most areas as determined by Xerox local business practices. These fees are subject to change without notice.
97	**Is pricing available for all products and services?**
	The Xerox offer consists of highly discounted percent discounts from list pricing. Price offerings include a range of monthly cost options, 36-60 month services offerings including the ability to offer fixed commitment pricing as well as multi levels of flexibility options using the base equipment pricing as a platform. Xerox is offering our entire product line and is committed to refreshing technology offers at the same price or lower as new models are introduced over the course of the contract period and renewal options. As part of our proposal, we have provided a discounted price list for all of our products and solutions. All products and services provided by Xerox will be bundled into one monthly price for the OMNIA Partners member. Xerox is also providing price list for services available in conjunction with our offerings such as customer education and analyst support; IT services will be available upon request.
98	**Describe any shipping charges (where applicable).**
	Equipment prices include standard delivery charges for all proposed equipment. Non-standard delivery or removal will be at the Customer's expense. Examples of non-standard delivery charges include use of stair creepers, up-ending, or dissembling equipment to move through tight doorways or through narrow halls.
99	**Provide pricing for warranties on all products and services.**
	The description and terms around warranties are addressed within Xerox Full Service/Cost Per copy maintenance agreements which are attached to our proposal. Worry-free Investment All leased equipment proposed, in our solution, will be covered under a Xerox Full-Service Maintenance Agreement (FSMA) for the initial full term of the lease. FSMA offers a worry-free investment with Xerox, as any device that Xerox cannot maintain in good working order (and thus is deemed defective by Xerox) will be replaced with a like model of similar features and functionality. This applies to all leased equipment that has been continuously maintained under a Xerox Agreement with FSMA. FSMA is also offered for customer-owned purchased Xerox-brand equipment guaranteeing the same like-for-like replacement during the initial term of the FSMA. Xerox highly recommends annual purchase of the FSMA for all Xerox brand customer-owned equipment.
100	**Describe any return or restocking fees.**
	Xerox does not charge restocking or return fees.
101	**Describe any additional discounts or rebates available. Additional discounts or rebates may be offered for large quantity orders, single ship to location, growth, annual spend, guaranteed quantity, etc.**
	Xerox may provide additional discounts on bulk buy opportunities. Therefore, the pricing provided is the minimum discount and OMNIA Partners members will benefit from the opportunity of lower prices when they procure large individual transactions.
102	**Describe how customers verify they are receiving Contract pricing.**
	All orders and purchase orders under the Region 4 ESC contract will be processed through the Xerox centralized contracting system irrelevant of the distribution channel placing the order. All orders placed that clearly identify the Region 4 ESC contract number per the terms and conditions of this contract will be placed via the underlying pricing system, ensuring consistency and compliance to the awarded pricing and terms.

103	**Propose the frequency of updates to the Offeror's pricing structure. Describe any proposed indices to guide price adjustments. If offering a catalog contract with discounts by category, while changes in individual pricing may change, the category** discounts should not change over the term of the Contract. Xerox will submit monthly updates to OMNIA Partners for all new product launches or stop order taking announcements. Once yearly Xerox will update the price exhibit based on new MSRP's that are driven by price indexes. At no time will Xerox lower the % discount that OMNIA users have the benefit of receiving.
104	**Describe how future product introductions will be priced and align with Contract pricing proposed.** Xerox will add new and/or replacement products at percent discounts consistent with current products in the pricing portfolio.
105	**Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement.** Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications. As a global leader in business process and document management, Xerox recognizes that having a diverse supplier pool is a major competitive advantage and a powerful business tool. Xerox's Supplier Diversity Program's mission is to proactively identify, build relationships with, and purchase goods and services from certified small businesses as well as enterprises owned by minorities, women, veterans, gays and lesbians, and disabled persons that can help Xerox achieve its corporate objectives as suppliers to Xerox. Also, though Xerox's dedicated Divers Alliance Program, we are committed to understanding and supporting our customer's supplier diversity goals and objectives. Specifically, Xerox in connection with the Master Agreement will support Region 4 ESC by offering solutions which include certified HUBs or other certified diverse subcontractors as part of our offer where applicable and practical.
106	**Minority Women Business Enterprise Certification** If yes, list certifying agency. No
107	**Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE) Certification** If yes, list certifying agency. No
108	**Historically Underutilized Business (HUB) Certification** If yes, list certifying agency. No
109	**Historically Underutilized Business Zone Enterprise (HUBZone) Certification** If yes, list certifying agency. No
110	**Other recognized diversity certificate holder** If yes, list certifying agency No

111	**Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners.** Include a list of current cooperative contracts (regional and national) Offeror holds and describe how the Master Agreement will be positioned among the other cooperative agreements. Xerox has hundreds of state and local government contracts within the US which, per state law, allow for cooperative contracting. Listed below are the actual national cooperative group purchasing contracts that Xerox is awarded. Within an active procurement cycle, we provide the contract based on the needs, requirements, and requests of the procurement agency. Within every procurement order, Xerox provides an implementation plan to allow for transparent transition from one contract to another. A sampling of the national available Cooperative contracts includes OMNIA Partners Region 4 ESC, NASPO value point, Texas Department of Information, California Multiple Award Schedule (CMAS), Midwestern Higher Education Compact, E&I, PEPPM.
112	**Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions.** Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well. ☑ Yes ☐ No
113	**Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners.** All sales materials are to use the OMNIA Partners logo. At a minimum, the Offeror's sales initiatives should communicate: • Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency • Best government pricing • No cost to participate • Non-exclusive ☑ Yes ☐ No
114	**Confirm Offeror will train its national sales force on the Master Agreement. At a minimum, sales training should include:** • Key features of Master Agreement • Working knowledge of the solicitation process • Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners • Knowledge of benefits of the use of cooperative contracts ☑ Yes ☐ No

115 **Provide the name, title, email and phone number for the person(s), who will be responsible for:**

- Executive Support
- Marketing
- Sales
- Sales Support
- Financial Reporting
- Accounts Payable
- Contracts

Executive Support: Mark Browning, Vice President Government Healthcare & Education Center of Excellence US Named Accounts, Mark.Browning@Xerox,com, 717-777-6624. Marketing: Rachael Jones Turner, Director SLED Cooperative Contracts, Rachael.Jones@Xerox.com, 818-620-5163. Sales/Sales Support: Tony Iannnitelli, Vice President Public Sector/Healthcare, Antonio.Iannitelli@Xerox.com, 212-716-4713. Financial Reporting: Kathlene Andris, US Customer Rebate Analyst, Kathlene.Andris@Xerox.com, 847-928-2543. Accounts Payable: Kevin Rowland | Accounts Payable Manager | Systems Support Manager CFO Global Operations, Kevin.Rowland@xerox.com, Phone: 585-427-3974 Contracts: Rachael Jones Turner, Director SLED Cooperative Contracts, Rachael.Jones@Xerox.com, 818-620-5163

116 **Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.**

Sales coverage for State & Local Government in the US at Xerox is structure into two organizations: Xerox Business Solutions & Channels. Xerox Business Solution, a wholly-owned subsidiary of Xerox, is structured to provide our Small & Mid-Sized businesses (SMB) as well as State/Local Governments and K-12/Higher-Ed (SLED) customers with a local sales coverage and local service leaders. Each region throughout the US is supported by a division President who has responsibility and empowerment to resolve customer matters. Xerox Business Solutions has both the benefits of Xerox's national presence, structure and technology, but still delivers local and personalized service our SMB & SLED customers. John Bruno is the President for the US and Chief Operating Officer, having responsibility for all Xerox Direct & Xerox Business Solutions sales. Mr. Bruno's contact information is 203-849-5566; John.Bruno@Xerox.com. Additionally, Xerox has a national network of Xerox Agents through our Xerox Channel Partners organization as part of Xerox's Global Partner Program. Nationally, Xerox's has hundreds of partners to ensuring all markets are provided coverage, from large cities to rural markets. This also supports the requirement for SLED customers who prefer to buy from locally-based businesses. Karl Boissonneault leads Xerox's North America Channels organization. Mr. Boissonneault's contact information is 514-9394808; Karl.Boissonneault@Xerox.com. In recent years since our change in business model, this has proven successful in supporting our customers with higher-quality and personalized service.

117 **Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.**

We have found positive results in taking a collaborative approach with OMNIA Partners to market our contract to public agencies to drive both awareness and adoption. We depend on our partner's willingness and support to help carry our message and promote our technology and we have learned that taking a joint approach for these initiatives often yields higher rates of success in the long-term. We encourage sales integration to strategize on account specific opportunities, bridge relationships between the member and Xerox and support customer eligibility questions. During the training and launch of the contract, Xerox will reinforce the role of the OMNIA Partner's Region Managers and will encourage integration during Xerox sales team meetings and one-on-one interaction for account specific opportunities.

118 **Explain in detail how Offeror will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract**

administration, etc.

Xerox will continue managing the national program throughout the term of the contract by leveraging our superior national infrastructure solely responsible for all aspects of government contracting. The Xerox Public Sector Center of Excellence (COE) ensures contract education nationally, consistency of pricing and controls, compliance to the terms and conditions of the contract, sales reporting and marketing and sales efforts. Within the COE, we have dedicated resources who are responsible for managing each core competency. Throughout the term of the master agreement, this team will lead the efforts to coordinate all aspects of the management of the contract.

119 **State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.**

Xerox does not make this information publicly available. A significant portion of our revenues is derived from contracts with U.S. state and local governments and their agencies.

120 **Year 1 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

No response

121 **Year 2 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

No response

122 **Year 3 - Provide the Contract Sales (as defined in Section 12 of OMNIA Partners Administration Agreement) that Supplier will guarantee each year under the Master Agreement for the initial three years of the Master Agreement**

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

No response

123 **Please download and thoroughly review the Scope of Work, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

124 **Oral Communications concerning this RFP shall not be binding and shall in no way excuse an Offeror of the obligations set forth in this proposal.**

☑ Yes

125 **Please download and thoroughly review the Terms and Conditions, located on the Attachments Tab. Indicate your review and acceptance.**

☑ Yes

126	**Products/Pricing - Upload on Response Attachments Tab** i. Offerors shall provide pricing based on coefficient pricing completing Appendix D; or on a discount from a manufacturer's or other price list or catalog, or fixed price, or a combination of both with indefinite quantities. Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from Offeror and the pricing per item. Multiple percentage discounts are acceptable if, where different percentage discounts apply, the different percentages are specified. Additional pricing and/or discounts may be included. Products and services proposed are to be priced separately with all ineligible items identified. Discounts proposed shall remain the same throughout the term of the contract and at all renewal options. At a minimum the Awarded Offeror must hold the proposed price list firm for the first 12 months after the contract award. Offerors may elect to limit their proposals to any category or categories. · Complete the applicable Pricing information o Provide equipment manufacturer, equipment types and discount off published list price. o Define any freight charges. o Provide classifications of labor with billable rates for each respondent's office(s), territories or district(s) along with any sub-office pricing as required. Each of these labor classification rates shall be fully burdened, defined and will be set for Normal Working Hours and Non-Normal Working Hours. Sub-contractor labor shall not be recognized. Each respondent shall determine their sub-contractor's labor rate as a prime labor classification. For example, an electrician's labor rate shall be calculated based on the respondent's sub-contractor's labor billable rate plus respondent's normal margins on sub-contractor labor. Labor classification shall be provided in the response. o If using coefficient pricing, the Normal Working Hours and Non-Normal Working Hours for tasks identified in the Scope of Work shall use a benchmark against an established data set (e.g.; RSMeans or others) to ensure that the hours provided can be verified. Each of these hourly tasks shall have a coefficient of labor against an established data set (e.g.; RSMeans or others) city cost index by each respondent's office(s), territories or district(s) to determine effectiveness of providing these tasks. Offerors using coefficient pricing will complete Appendix D. Federal Funding Pricing: Due to products and services potentially being used in response to an emergency or disaster recovery situation in which federal funding may be applied, provide alternative pricing that does not include cost plus a percentage of cost or pricing based on time and materials; if time and materials is necessary, a ceiling price that the contract exceeds at its own risk will be needed. Products and services provided in a situation where an agency is eligible for federal funding, Offeror is subject to and must comply with all federal requirements applicable to the funding including, but not limited to the FEMA Special Conditions section located in the Federal Funds Certifications Exhibit F.

127	**Not to Exceed Pricing** Region 4 ESC requests pricing be submitted as not to exceed pricing. Unlike fixed pricing, the Contractor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted. Contractor must allow for lower pricing to be available for similar product and service purchases. Cost plus pricing as a primary pricing structure is not acceptable.

128	**Provide the number, size and location of Supplier's distribution facilities, warehouses and retail network as applicable.** Within the America's Equipment Supply Chain, our primary distribution warehouse is in Indianapolis, IN. We have an additional six locations within the US where we hold inventory in our XBS facilities under centralized stock. Below is a listing of the locations and size of these distribution sites. Address Size 3747 Plainfield Road - Suite 198, Indianapolis, IN 46321 770k sf 5700 WARLAND DRIVE, CYPRESS, CA, 90603 29k sf 10 Capitol St, Nashua, NH 03063 20.5k sf 17280 Green MTN Road, Ste. 130, San Antonio, TX 78247 48k sf 3 Territorial Court Bolingbrook, IL 60440 65k sf 10690 John Knight Close Montgomery AL 36117 20k sf

129	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide,** to include, but not limited to: i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

As a continued partner of OMNIA Partners, Xerox is well experienced to prepare our national sales force to promote the Master Agreement to ensure continued contract awareness, adoption, and compliance. Xerox has been a successful partner with our existing OMNIA Partners contracts (formerly National IPA/TCPN) dating back over 20 years. Xerox has a dedicated Government, Healthcare and Education Center of Excellence (GHE) which consists of dedicated professionals who oversee all aspects of contracting within the Public Sector marketplace, including contract enablement and support, education, pricing, reporting, compliance, and marketing. Upon a contract award, the Xerox GHE will prepare Master Agreement training documents including sales support tools and best practice sharing. Xerox will host a variety of 'live' training, virtual interactive training sessions and e-learning course modules for those sales professionals who sell using the contract. This is in addition to the mandatory ethics training all Xerox Direct employees, subsidiaries, and Agents must complete each year. Additionally, Xerox sales professionals have a dedicated GHE Portal where all contract details are published. Through the sales portal, Xerox actively promotes the use of the Master Agreement. Our Public Sector General Managers, who regularly visit sales offices also play a key role in promoting the use of the contracts.

130	**Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective** Public Agencies nationwide immediately upon award, to include, but not limited to: i. Creation and distribution of a co-branded press release to trade publications ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days iii. Design, publication and distribution of co-branded marketing materials within first 90 days iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners. vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.) viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with: • OMNIA Partners standard logo; • Copy of original Request for Proposal; • Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier; • Summary of Products and pricing; • Marketing Materials • Electronic link to OMNIA Partners' website including the online registration page; • A dedicated toll-free number and email address for OMNIA Partners Xerox's go to market strategy is customer-centric, Services-led approach, selling our products and services directly to customers through our direct sales force, Xerox Business Solutions (XBS), a wholly owned subsidiary of Xerox Corporation and Xerox Agents, a network of small businesses who act as agents of Xerox Corporation. We believe when our sales resources have a comprehensive understanding of the power the Master Agreement holds, success will inevitably follow. Xerox will initiate an extensive internal marketing effort to provide the Xerox sales force with a complete understanding of the contract vehicle, the value to eligible OMNIA Partner members, and access to successful strategies that allow them to articulate the advantages of recommending the Region 4 ESC Master Agreement whenever possible. All enabled sales channels will attend mandatory contract training and will have access to sales support tools, contract documentation, best practice sharing on our Government Healthcare and Education portal. In addition to our sales channels, Xerox has Product and Services Specialist with deep industry knowledge and experience in advanced solutions, supporting every territory to ensure we deliver innovation and thought leadership in every account. Our Public Sector General Managers, who regularly make C-level sales calls and visit Xerox sales offices, also play a key role in promoting the use of our contract. In addition, we host sessions with our Regional Channel Managers to continually update them on success stories and the benefits of the Region 4 ESC contract. Xerox participates in trade shows nationwide, where OMNIA Partners is prominently featured as a key contract. Xerox.com is one of the most highly ranked websites on the internet, with high frequency of visits for purposes such as supplies, technical support, drivers, etc. Xerox can amplify the OMNIA Partners press release on our social channels, Facebook, Twitter and LinkedIn. We will also continue to publish announcements of "key wins" and offerings throughout the term of the contract.

1.0 Scope of National Cooperative Contract

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Administration Agreement between Supplier and OMNIA Partners.

1.1 Requirement

Region 4 ESC (hereinafter defined and referred to as "**Principal Procurement Agency**"), on behalf of itself and OMNIA Partners, Public Sector, Inc., a Delaware corporation ("**OMNIA Partners**"), is requesting proposals for Maintenance, Repair and Operations (MRO) Supplies, Equipment, and Related Products and Services. The intent of this Request for Proposal is any contract between Principal Procurement Agency and Supplier resulting from this Request for Proposal ("**Master Agreement**") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("**Public Agencies**"), through OMNIA Partners' cooperative purchasing program. The Principal Procurement Agency has executed a Principal Procurement Agency Certificate with OMNIA Partners, an example of which is included as Exhibit D, and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners as a Participating Public Agency in OMNIA Partners' cooperative purchasing program. Registration with OMNIA Partners as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C, and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of the Master Intergovernmental Purchasing Cooperative Agreement or as otherwise agreed to. The terms and pricing established in the resulting Master Agreement between the Supplier and the Principal Procurement Agency will be the same as that available to Participating Public Agencies through OMNIA Partners.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither OMNIA Partners, any Principal Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency. Supplier is responsible for knowing the tax laws in each state.

This Exhibit A defines the expectations for qualifying Suppliers based on OMNIA Partners' requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through OMNIA Partners.

These requirements are incorporated into and are considered an integral part of this RFP. OMNIA Partners reserves the right to determine whether to make the Master Agreement awarded by the Principal Procurement Agency available to Participating Public Agencies, in its sole and absolute discretion, and any party submitting a response to this RFP acknowledges that any award by the Principal Procurement Agency does not obligate OMNIA Partners to make the Master Agreement available to Participating Procurement Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement OMNIA Partners intends to provide marketing, sales, partnership development and administrative support for Supplier pursuant to this section that directly promotes the Supplier's products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

OMNIA Partners will assign the Supplier a Director of Partner Development who will serve as the main point of contact for the Supplier and will be responsible for managing the overall relationship between the Supplier and OMNIA Partners. The Director of Partner Development will work with the Supplier to develop a comprehensive strategy to promote the Master Agreement and will connect the Supplier with appropriate stakeholders within OMNIA Partners including, Sales, Marketing, Contracting, Training, and Operations & Support.

The OMNIA Partners marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through channels that may include:

A. Marketing collateral (print, electronic, email, presentations)

B. Website

C. Trade shows/conferences/meetings

D. Advertising

E. Social Media

The OMNIA Partners sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through initiatives that may include:

A. Individual sales calls

B. Joint sales calls

C. Communications/customer service

D. Training sessions for Public Agency teams

E. Training sessions for Supplier teams

The OMNIA Partners contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

A. Serving as the subject matter expert for questions regarding joint powers authority and state statutes and regulations for cooperative purchasing
B. Training sessions for Public Agency teams
C. Training sessions for Supplier teams
D. Regular business reviews to monitor program success
E. General contract administration

Suppliers are required to pay an Administrative Fee of 3% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the OMNIA Partners Administration Agreement (Exhibit B). At Supplier's option, Suppliers may pay additional fees beyond administrative fees, such as technology fees, to OMNIA Partners and/or a third party for additional support and/or access to OMNIA Partners' technology platform.

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately $350M annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Principal Procurement Agency, other Participating Public Agencies that are anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and OMNIA Partners.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Principal Procurement Agency will, at OMNIA Partners' option, be the basis of award on a national level through OMNIA Partners. If multiple Suppliers are awarded by Principal Procurement Agency under the Master Agreement, those same Suppliers will be required to extend the Master Agreement to Participating Public Agencies through OMNIA Partners. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Principal Procurement Agency (e.g., governing law) are subject to modification for each Participating Public Agency as Supplier and such Participating Public Agency may agree without being in conflict with the Master Agreement as a condition of the Participating Agency's purchase and not a modification of the Master Agreement applicable to all Participating Agencies. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (e.g., governing law, invoice requirements, order requirements, specialized delivery,

diversity requirements such as minority and woman owned businesses, historically underutilized business, etc.) ("Supplemental Agreement"). It shall be the responsibility of the Supplier to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the Participating Agency. It shall further be the responsibility of the Supplier to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of the Master Agreement and adjust wage rates accordingly. In instances where supplemental terms and conditions create additional risk and cost for Supplier, Supplier and Participating Public Agency may negotiate additional pricing above and beyond the stated contract not-to-exceed pricing so long as the added price is commensurate with the additional cost incurred by the Supplier. Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to OMNIA Partners).

All signed Supplemental Agreements and purchase orders issued and accepted by the Supplier may survive expiration or termination of the Master Agreement. Participating Agencies' purchase orders may exceed the term of the Master Agreement if the purchase order is issued prior to the expiration of the Master Agreement. Supplier is responsible for reporting all sales and paying the applicable Administrative Fee for sales that use the Master Agreement as the basis for the purchase order, even though Master Agreement may have expired.

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through OMNIA Partners' cooperative program:

A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;

B. Establish the Master Agreement as the Supplier's primary go to market strategy to Public Agencies nationwide;

C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;

D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Principal Procurement Agency and OMNIA Partners designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier's executive management, (2) the Master Agreement is Supplier's primary "go to market" strategy for Public Agencies, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with OMNIA Partners and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Principal Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement as its go to market strategy in this defined sector and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through OMNIA Partners nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to OMNIA Partners in accordance with the OMNIA Partners Administration Agreement. Supplier also commits its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER RESPONSE

Supplier must supply the following information for the Principal Procurement Agency to determine Supplier's qualifications to extend the resulting Master Agreement to Participating Public Agencies through OMNIA Partners.

3.1 Company

A. Brief history and description of Supplier to include experience providing similar products and services.

Answered on Attributes Tab.

B. Total number and location of salespersons employed by Supplier.

Our products and services are sold and delivered through multiple authorized channels

nationwide. This includes approximately 93 locally-based Xerox Business Solutions (XBS) operations and a national network of 180 Xerox Authorized Agents. Please review the Authorized Sales Channels document inserted.

C. Number and location of support centers (if applicable) and location of corporate office.

Xerox Corporate Headquarters is located at 201 Merritt 7, Norwalk, Connecticut 06851, with approximately 18,200 employees globally, Xerox serves clients globally in North America, Central and South America, Brazil, Europe, Eurasia, the Middle East, Africa, and India. In the U.S., sales and service operations are available in all 50 states as well as the District of Columbia. We have administrative offices in nine states, manufacturing facilities in five states. In the U.S., we operate in 16 major U.S. locations. Customers enjoy unlimited access to the Xerox Welcome Center for technical issues, supplies or billing inquiries. The Welcome Center provides online support and phone access to our multi-lingual support team. You can contact the Xerox Welcome Center at 1-800-821-2797 (US only). For more assistance, please visit www.support.xerox.com.

Our Customer Business Center is another point of contact for customers to call for technical service/repair, make a payment, self-service options (receive copy of an invoice, account balance, address change form, contract date, status of supply order), billing, obtaining quotes, etc. Our Customer Care and Support team can be reached at 1-888-771-5225.

Xerox goes to market with a services-led approach and sell our products and services directly to customers through our direct sales force and through independent agents, dealers, value-added resellers, systems integrators, and the Web. In addition, our wholly owned subsidiary, XBS, an office technology organization comprised of regional core companies in the U.S., sells document management and IT services. Our customers appreciate industry leadership and expertise. With the broadest portfolio of office and production printing technology and award-winning managed document services, we help organizations of all sizes drive their business forward.

Xerox%20Authorized%20Agents_Versio

Xerox%20Business%20Solutions%20Lis

a. Annual sales for the three previous fiscal years.

2023 Annual Gross Sales: $6,886 Billion

2022 Annual Gross Sales: $7,107 Billion

2021 Annual Gross Sales: $7,038 Billion

b. Submit FEIN and Dunn & Bradstreet report.

FEIN

Xerox FEIN:16-0468020

Dunn & Bradstreet Report

Please see Xerox's Dun and Bradstreet report inserted in this response.

Xerox D&B Report.pdf

D. Describe any green or environmental initiatives or policies.

Xerox has several green initiatives. Starting more than 20 years ago with the 5090-product family, the company has kept toner cartridges out of landfills thanks to our remanufacturing process, which recovers toner cartridges and waste toner for reuse.

The Xerox Green World Alliance (GWA) reuse/recycle initiative provides a collection and reuse/recycling program for spent imaging supplies. GWA efficiently manages supplies at end-of-life and recovers materials for reuse in our supplies and products. As a result, this program reduces the demand for raw materials and diverts them from landfills.

More than thirty-five countries participate in the Xerox GWA. Each has its own GWA country website that describes the processes available to the customer or the appropriate points of contact for more information.

In the North America we align the following programs with our GWA.

1. The EcoBox program, enables customers to order a set of recycling boxes and return multiple used imaging supplies, such as toner bottles and cartridges, in one box. More information on Xerox's consumables returns program is available at the Xerox Green World Alliance website.

2. Our supplies Product Take Back Program suggests the following options for recycling your used Genuine Xerox Branded supply items based on environmental impacts, technologies available and financial considerations. – Recycle locally when services are available and product recovery is not beneficial – reduces unnecessary resource consumption. – Download a pre-paid single item return label to return your Genuine Xerox Branded supply items. Xerox funds all recycling/recovery costs and shipping costs for those items on our Single Item Return Take Back List.

3. The Close the Loop® program ensures that raw materials in the toner cartridges you return are recovered and reused. The closed-loop process ensures no waste ever reaches the landfill and reduces the demand for raw materials by reusing toner cartridge byproducts. • Additional information on Green World Alliance: Three Ways to Recycle Xerox Supplies and Managing Cartridges Responsibly. • For more information see: Xerox Green World Alliance: Recycle Toner Cartridges and Xerox Corporate Social Responsibility Report - Xerox.

E. Describe any diversity programs or partners supplier does business with and how Participating Agencies may use diverse partners through the Master Agreement. Indicate how, if at all, pricing changes when using the diversity program. If there are any diversity programs, provide a list of diversity alliances and a copy of their certifications.

Answered in Attributes Tab

F. Indicate if supplier holds any of the below certifications in any classified areas and include proof of such certification in the response:

a. Minority Women Business Enterprise

☐ Yes ☐ No

If yes, list certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

☐ Yes ☐ No

If yes, list certifying agency: _____

c. Historically Underutilized Business (HUB)
☐ Yes ☐ No
If yes, list certifying agency: _____

d. Historically Underutilized Business Zone Enterprise (HUBZone)

☐ Yes ☐ No
If yes, list certifying agency: _____

e. Other recognized diversity certificate holder
☐ Yes ☐ No

If yes, list certifying agency: _____

Answered in Attributes Tab

G. List any relationships with subcontractors or affiliates intended to be used when providing services and identify if subcontractors meet minority-owned standards. If any, list which certifications subcontractors hold and certifying agency.

Xerox is not a certified diverse company; however, we do work with certified diverse companies to provide direct and indirect spend as part of our offer to our customer.

H. Describe how supplier differentiates itself from its competitors.

People

- Global Account Management Consistency and Stability: Xerox will provide a Global and Regional Account and Delivery teams that will be responsible for servicing the OMNIA Partners account and will serve as the single point of accountability for all sales and service.
- Global Help Desk: The Xerox Help Desk will ensure the highest levels of support for all escalated issues.
- Xerox Service Technicians: Xerox service/break-fix technician will continue to service OMNIA Partner members to meet and exceed proposed service level requirements.

Process

- A Proven Delivery Approach: Our solution is structured around a systematic approach—built on our award-winning Next Generation MPS strategy—we will employ to right-size/optimize OMNIA Partners' members fleets and workflows. The competitive advantages which have led to our global leadership position in this market stem from Xerox's robust Global Service Delivery Model methodology based upon industry best practices and aligned to the ITIL, COBIT, PMI, Lean Six Sigma, and others to standardize the way in which we deliver to our customers across service and geographic boundaries. This methodology drives at consistency, global productivity, and overall ease of doing business with Xerox.
- A Proactive Management Model: We support device fleets proactively through our advanced tool suite. Our tool suite resolves issues remotely which increases client satisfaction and our ability to meet or exceed SLA requirements.
- Proven Assessment Principles and Optimization Processes: The power of our assessment tools and future state design process for the OMNIA Partners' entity.

- Smooth Transformation: We also employ a comprehensive transition and transformation methodology, the Xerox Transition and Transformation Management Process (Xerox TTMP) to increase adoption and end user satisfaction whenever implementing MPS in new client environments.
- Collaboration for Greater Control: Xerox will work closely with OMNIA Partners member's IT personnel to establish a more controlled, centralized MPS model. Process improvements can continue to be shared as best practices throughout the OMNIA Partners' entity for services.

Print

We offer our own mobile printing solutions to make mobile printing simple and seamless, even with complex network configurations. Users won't need IT support to get up and running—raising productivity for everyone. The Xerox Workplace Solution gives IT administrators the flexibility to let users print what they need and when they need it, while reducing the costs and complexities of deploying a printing infrastructure. It supports the control, convenience, and choice necessary to easily adapt to an organization's changing print requirements. Xerox® Workplace Solutions boost productivity and reduce costs with a modular print management and mobility solution. Control and manage your printer fleet while enabling mobile productivity with simplified workflows, convenience, and security—for any brand printer, anywhere. Whether you submit your jobs to our single queue from your workstation or mobile device, you can review, select job settings, print, or delete them from any networked printer.

- Provides native desktop application printing with Mac® OS, Linux® and mobile app printing for iOS.
- With a traditional pull/follow printing workflow, send jobs to a single queue for release and retrieve when ready.
- Stay inside your network or use the cloud. Xerox® Workplace Suite is available in two options. Region 4 ESC can keep everything it's network or with the Xerox® Workplace Cloud you have the flexibility to work across multiple networks and locations.

Tools

- Certified Xerox Device Management Software: Xerox software tools are quickly certified in new customer environments and are easily integrated into existing helpdesk systems such as ServiceNow.
- Vendor-Agnostic Asset Management: Our toolset is vendor-agnostic; unlike our competitors, we can monitor and manage devices from other manufacturers that are on the network to offer.
- Best-in-Class Assessment Tools: Xerox's CompleteView Pro tool provides in-depth fleet insights and real-time device metrics, all visualized in an interactive, dashboard format.
- Benchmark Security Software Tools: Proposed Xerox devices come pre-loaded with security software, such as Cisco's TrustSec and Trellix's Whitelisting for our Alta Link® devices which allows only approved files to pass through the network, will help protect sensitive information and drive compliance by securing all end points on the network.
- Dashboard Portal for MPS Analytics: The Xerox Service Performance Dashboard is a new capability, available to OMNIA Partners' Group Stakeholders and Operations Managers providing direct access to reporting data, which is customizable to the division, or user access. Key historical fleet information can be accessed and exported and can be "sliced and diced" by the user to compare data of interest or compare different periods and metrics.

- Future Innovation in the Xerox Roadmap: Xerox is in development or leveraging the following technologies: – NFC Tap to Print for Mobile Print Solution. – Wi-Fi Direct on MFPs for peer-to-peer printing. – Integration with Mobile Device Management providers like Mobile Iron and Intune. – Standard mobile app management support with AppConfig on iOS. – HEIC conversion support for mobile photo printing on iOS. – Leveraging Cloud PAAS technologies to provide regional mobile\desktop print networks for performance and privacy. – Remote Settings Configuration and Policy Management for Xerox MFP and Printers. – Content Security rules for Mobile Printing.

I. Describe any present or past litigation, bankruptcy or reorganization involving supplier.

Answered on Attributes Tab

J. Felony Conviction Notice: Indicate if the supplier

a. is a publicly held corporation and this reporting requirement is not applicable;

Xerox is a publicly held corporation.

b. is not owned or operated by anyone who has been convicted of a felony; or

Xerox is not owned or operated by anyone who has been convicted of a felony.

c. is owned or operated by and individual(s) who has been convicted of a felony and provide the names and convictions.

Xerox is owned or operated by any individual(s) who have been convicted of a felony.

K. Describe any debarment or suspension actions taken against supplier

Xerox has never been disbarred, suspended, or otherwise disqualified from doing business with the federal government.

3.2 Distribution, Logistics

A. Each offeror awarded an item under this solicitation may offer their complete product and service offering/a balance of line. Describe the full line of products and services offered by supplier.

Xerox intends to establish and provide a contract to OMNIA Partners' members for the following primary offering areas: Workplace Solutions, Software, Productions Solutions, Xerox Services, IT Services and Robotic Automation Process,

Workplace Solutions is made up of two strategic product groups, Entry and Mid-Range, much of which share common solutions, apps and ConnectKey® software. Entry primarily comprises A4 desktop monochrome and color printers and multifunction printers (MFPs) ranging from small personal devices to office workgroup devices. We offer our ConnectKey® system of digital workflow and applications across a large portion of these devices. Mid-Range are primarily A3 devices that have more features and can handle higher print volumes and larger paper sizes than entry devices. We are a leader in this

area of the market and offer a wide range of MFPs, digital printing presses and light production devices, as well as solutions that deliver flexibility and advanced features.

Production Solutions (High-End) are designed for customers in the graphic communications, in-plant and production print environments with high-volume printing requirements. Our broad portfolio of presses and solutions provides black-and white and full-color, on-demand printing of a wide range of applications. Our xerographic and ink jet presses provide high-speed, high-volume cut-sheet printing, ideal for publishing, and transactional printing, including variable data for personalized content and one-to-one marketing, to the highest quality of color and embellishment requirements. Our cut-sheet inkjet press enables new applications in true high-definition resolution with high fusion ink, AI Powered image quality and advanced productivity technologies. Our portfolio spans a variety of print speeds, image quality, feeding, finishing and media options. FreeFlow® is a portfolio of software offerings that brings intelligent workflow automation and integration to the processing of high-end print jobs, from file preparation to final production, helping customers of all sizes address a wide range of business opportunities including automation, personalization, and even electronic publishing.

Xerox® Services includes a continuum of solutions and services that help our customers optimize their print and communications infrastructure, apply automation and simplification to maximize productivity, and ensure the highest levels of security. Xerox has the capability to support integration and document security on a global scale, which are critical factors for large enterprises. Our primary offerings in this area are Xerox® Managed Print Services (MPS), Xerox® Capture & Content Services (CCS) and Xerox® Customer Engagement Services (CES) as well as IT Services.

Managed Print Solutions (MPS) utilizes our portfolio of security, analytics, cloud, digitization, and ConnectKey® technologies to help companies optimize their print infrastructure, secure their print environment, and automate related business processes. We provide the most comprehensive portfolio of MPS services in the industry and are recognized as an industry leader by major analyst firms including IDC and Quocirca. Our MPS offering targets clients ranging from global enterprises to governmental entities and small and mid-sized businesses, including those served via our channel partners. This portfolio includes a suite of services to help clients manage hybrid workforces, including cost effective and secure printing devices along with apps and software tools that enable work from anywhere, cloud server-enabled fleet management, security and automation software and remote customer support.

Capture & Content Services (CCS) enables content digitization, management, workflow automation, and intelligent document processing and includes offerings such as Xerox® Digital Mailroom, where we use scanning and capture technology combined with AI to extract printed and digital information into usable data that is routed into business workflows (such as accounts payable) or into archives, integrating with cloud-based content management systems such as our DocuShare® software.

Customer Engagement Services (CES) enable the integration of Xerox technology, software, and services to securely design and manage our clients' personalization and customization of targeted communications. These services include Xerox® Digital Hub and Cloud Print services, a one-stop shop where customers can submit print jobs from anywhere and leverage our Web2Print portal with on and off-site printing networks to meet their printing or marketing collateral needs on demand. Our Customer Communications Management and Campaigns on Demand solutions, such as those

provided through our acquisition of Go Inspire, help drive personalized and meaningful communications and touchpoints.

IT Services provides small and mid-sized clients with cost efficient and secure solutions, including end user computing devices, network infrastructure, communications technology, and a range of managed IT solutions, such as technology product support, professional engineering, and RPA.

Robotic Process Automation uses bots to complete repetitive or standardized tasks within software programs. Workflows that rely solely on paper and people demand the ease of RPA. By automating manual tasks across business processes, Xerox® RPA lets you do more in less time and with fewer resources. It doesn't matter what size your business is, or what industry you're in. If you have processes, we have bots to automate them.

B. Describe how supplier proposes to distribute the products/service nationwide. Include any states where products and services will not be offered under the Master Agreement, including U.S. Territories and Outlying Areas.

Xerox sells our products and services directly to public agencies nationally through our national sales force, our wholly owned subsidiary, Xerox Business Solutions, and our authorized independent agents. Our products and services can be offered in 50 states, the District of Columbia as well as Guam, Puerto Rico, and the Northern Marina Islands.

C. Describe how Participating Agencies are ensured they will receive the Master Agreement pricing; include all distribution channels such as direct ordering, retail or in-store locations, through distributors, etc. Describe how Participating Agencies verify and audit pricing to ensure its compliance with the Master Agreement.

All orders and purchase orders under the Region 4 ESC contract will be processed through the Xerox centralized contracting system irrelevant of the sales channel placing the order. All orders placed, per the terms and conditions of the contract, will be placed via the underlying pricing system, ensuring consistency and compliance to the awarded pricing and terms.

D. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

As an integral part of the Xerox Supply Chain Network, Ryder Solutions is our largest third-party logistics partner involved in delivering equipment, parts, and supplies. The Ryder relationship with Xerox has evolved over the past few decades in response to a changing transportation environment and Xerox's process requirements. Today, Ryder operates 5 distinct supply chain functions in the process: Several Carrier Logistics Centers, District Parts Center, Truckload (over the road) Transportation, Drayage of ocean containers and management of our LTL network.

The Carrier Logistics Center (CLC) network, made up of 51 locations and 17 different third-party carriers (10 continental US and 7 offshore) involves the delivery, installation, and removal of more than 100,000 imaging machines per year, where CLC drivers are trained in product installation, testing and removal. Flawless, seamless execution are essential to deliver outstanding service to Xerox customers.

CLC "Final mile" companies potentially involved in this business in addition to Ryder would include Fidelitone, All Points, Apex, Monarch/NET, Nationwide Electronics,

Redman Van & Storage, Safeway/Unigroup, Sullivan Moving, WDS as “onshore” or continental locations, as well as Reliable Transfer and Carlile Transportation in Alaska, GuamPak and/or Guam Transfer in Guam, and Aloha Isle Moving, Valley Isle Express, Takahashi Brothers Trucking, and Hawaii Transfer in Hawaii. We also have CLCs in the USVI and Saipan, should those locations be included at a later date.

The benefits of Ryder and Carrier include, Improved productivity, on-time performance and achieved metrics and consistent outstanding customer service.

E. Provide the number, size and location of Supplier’s distribution facilities, warehouses and retail network as applicable.

Answered on Attributes Tab

3.3 Marketing and Sales

A. Given the public nature of the solicitation and contract, OMNIA Partners makes solicitation and contract documentation, including pricing documents, available on its website so Participating Public Agencies may easily conduct their due diligence. Describe any portions of the response that should not be available on the website and why those portions should not be available.

Attached to Xerox’s response are the price lists for our primary products and services , including MSRP and applicable Region 4 ESC ‘s percent discounts. There are many ancillary offerings that complement our products and services such as financing and full service maintenance agreements. Due to the fact that these offerings are customized based on the end user requirements (ie. Lease term, copy allowances) Xerox will provide those prices to the end user in the form of a proposal based on their needs.

B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as supplier's primary go to market strategy for Public Agencies to supplier's teams nationwide, to include, but not limited to:

i. Executive leadership endorsement and sponsorship of the award as the public sector go-to-market strategy within first 10 days

ii. Training and education of Supplier's national sales force with participation from the Supplier's executive leadership, along with the OMNIA Partners team within first 90 days

Answered on Attributes Tab

C. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:

i. Creation and distribution of a co-branded press release to trade publications

ii. Announcement, Master Agreement details and contact information published on the Supplier's website within first 90 days

iii. Design, publication and distribution of co-branded marketing materials within first 90 days

iv. Commitment to attendance and participation with OMNIA Partners at national (i.e. NIGP Annual Forum, NPI Conference, etc.), regional (i.e. Regional NIGP Chapter Meetings, Regional Cooperative Summits, etc.) and supplier-specific trade shows, conferences and meetings throughout the term of the Master Agreement

v. Commitment to attend, exhibit and participate at the NIGP Annual Forum in an area reserved by OMNIA Partners for partner suppliers. Booth space will be purchased and staffed by Supplier. In addition, Supplier commits to provide reasonable assistance to the overall promotion and marketing efforts for the NIGP Annual Forum, as directed by OMNIA Partners.

vi. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement

vii. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)

viii. Dedicated OMNIA Partners internet web-based homepage on Supplier's website with:

- OMNIA Partners standard logo;
- Copy of original Request for Proposal;
- Copy of Master Agreement and amendments between Principal Procurement Agency and Supplier;
- Summary of Products and pricing;

- Marketing Materials
- Electronic link to OMNIA Partners' website including the online registration page;
- A dedicated toll-free number and email address for OMNIA Partners

Answered on Attributes Tab

D. Describe how Supplier will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through OMNIA Partners. Include a list of current cooperative contracts (regional and national) Supplier holds and describe how the Master Agreement will be positioned among the other cooperative agreements.

Answered on Attributes Tab.

E. Acknowledge Supplier agrees to provide its logo(s) to OMNIA Partners and agrees to provide permission for reproduction of such logo in marketing communications and promotions. Acknowledge that use of OMNIA Partners logo will require permission for reproduction, as well.

Answered on Attributes Tab

F. Confirm Supplier will be proactive in direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by OMNIA Partners. All sales materials are to use the OMNIA Partners logo. At a minimum, the Supplier's sales initiatives should communicate:

i. Master Agreement was competitively solicited and publicly awarded by a Principal Procurement Agency

ii. Best government pricing

iii. No cost to participate

iv. Non-exclusive

Answered on Attributes Tab.

G. Confirm Supplier will train its national sales force on the Master Agreement. At a minimum, sales training should include:

i. Key features of Master Agreement

ii. Working knowledge of the solicitation process

iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through OMNIA Partners

iv. Knowledge of benefits of the use of cooperative contracts

Answered on Attributes Tab.

H. Provide the name, title, email and phone number for the person(s), who will be responsible for:

i. Executive Support
ii. Marketing
iii. Sales
iv. Sales Support
v. Financial Reporting
vi. Accounts Payable
vii. Contracts

Answered on Attributes Tab.

I. Describe in detail how Supplier's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.

Answered in Attributes Tab (Q116)

I. Explain in detail how the sales teams will work with the OMNIA Partners team to implement, grow and service the national program.

Answered on Attributes Tab.

J. Explain in detail how Supplier will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set-up, timely contract administration, etc.

Answered on Attributes Tab.

K. State the amount of Supplier's Public Agency sales for the previous fiscal year. Provide a list of Supplier's top 10 Public Agency customers, the total purchases for each for the previous fiscal year along with a key contact for each.

Answered on Attributes Tab.

L. Describe Supplier's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

Orders are entered into a centralized ordering system which is accessible to only authorized Sales Representatives and the Order Processing Representatives. Editing of the order is completed and the request for equipment or service is passed to distribution in the equipment procurement system to establish a delivery date and time. Additionally, any special requirements are noted, and the appropriate departments are automatically notified if their involvement is necessary at the time of installation. Once successfully installed and accepted a notification is sent to the billing system to start the invoicing of the equipment or service. Invoices are generated and delivered to the customer and are due upon receipt. Generally, any equipment ordered or invoiced can be tracked and any needed reporting can be pulled from a centralized database.

M. Provide the Contract Sales (as defined in Section 12 of the OMNIA Partners Administration Agreement) that Supplier will guarantee each year under theMaster Agreement for the initial three years of the Master Agreement ("Guaranteed Contract Sales").

$_____.00 in year one
$_____.00 in year two
$_____.00 in year three

To the extent Supplier guarantees minimum Contract Sales, the Administrative Fee shall be calculated based on the greater of the actual Contract Sales and the Guaranteed Contract Sales.

Xerox does not guarantee minimum contract sales as we are not familiar with the participating public agencies that are anticipated to utilize the resulting Master Agreement. [redacted]

N. Even though it is anticipated many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.

i. Respond with Master Agreement pricing (Contract Sales reported to OMNIA Partners).

ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to OMNIA Partners under the Master Agreement.

iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to OMNIA Partners).

iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

Detail Supplier's strategies under these options when responding to a solicitation.

Applicable to all four of these situations, whether a formal solicitation or not, as Xerox is requested to participate in a procurement cycle with an OMNIA Partners member, we will provide unique pricing equal to or below the not to exceed pricing based on bulk buy provisions per the terms and conditions of the Region 4 ESC Master Agreement. If the individual procuring agency requires us to amend those terms and conditions to meet their specific state laws or requirements, we will provide an addendum in conjunction with the master terms and all revenue will be reported under OMNIA Partners.

Exhibit F
Federal Funds Certifications

FEDERAL CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned.

DEFINITIONS

Contract means a legal instrument by which a non–Federal entity purchases property or services needed to carry out the project or program under a Federal award. The term as used in this part does not include a legal instrument, even if the non–Federal entity considers it a contract, when the substance of the transaction meets the definition of a Federal award or subaward

Contractor means an entity that receives a contract as defined in Contract.

Cooperative agreement means a legal instrument of financial assistance between a Federal awarding agency or pass-through entity and a non–Federal entity that, consistent with 31 U.S.C. 6302–6305:

(a) Is used to enter into a relationship the principal purpose of which is to transfer anything of value from the Federal awarding agency or pass-through entity to the non–Federal entity to carry out a public purpose authorized by a law of the United States (see 31 U.S.C. 6101(3)); and not to acquire property or services for the Federal government or pass-through entity's direct benefit or use;

(b) Is distinguished from a grant in that it provides for substantial involvement between the Federal awarding agency or pass-through entity and the non–Federal entity in carrying out the activity contemplated by the Federal award.

(c) The term does not include:

(1) A cooperative research and development agreement as defined in 15 U.S.C. 3710a; or

(2) An agreement that provides only:

(i) Direct United States Government cash assistance to an individual;

(ii) A subsidy;

(iii) A loan;

(iv) A loan guarantee; or

(v) Insurance.

Federal awarding agency means the Federal agency that provides a Federal award directly to a non–Federal entity

Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a)(1) The Federal financial assistance that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability; or

(2) The cost-reimbursement contract under the Federal Acquisition Regulations that a non–Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity, as described in § 200.101 Applicability.

(b) The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of § 200.40 Federal financial assistance, or the cost-reimbursement contract awarded under the Federal Acquisition Regulations.

(c) Federal award does not include other contracts that a Federal agency uses to buy goods or services from a contractor or a contract to operate Federal government owned, contractor operated facilities (GOCOs).

(d) See also definitions of Federal financial assistance, grant agreement, and cooperative agreement.

Non–Federal entity means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization that carries out a Federal award as a recipient or subrecipient.

Nonprofit organization means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:

(a) Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;

(b) Is not organized primarily for profit; and

(c) Uses net proceeds to maintain, improve, or expand the operations of the organization.

Obligations means, when used in connection with a non–Federal entity's utilization of funds under a Federal award, orders placed for property and services, contracts and subawards made, and similar transactions during a given period that require payment by the non–Federal entity during the same or a future period.

Pass-through entity means a non–Federal entity that provides a subaward to a subrecipient to carry out part of a Federal program.

Recipient means a non–Federal entity that receives a Federal award directly from a Federal awarding agency to carry out an activity under a Federal program. The term recipient does not include subrecipients.

Simplified acquisition threshold means the dollar amount below which a non–Federal entity may purchase property or services using small purchase methods. Non–Federal entities adopt small purchase procedures in order to expedite the purchase of items costing less than the simplified acquisition threshold. The simplified acquisition threshold is set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions) and in accordance with 41 U.S.C. 1908. As of the publication of this part, the simplified acquisition threshold is $250,000, but this threshold is periodically adjusted for inflation. (Also see definition of § 200.67 Micro-purchase.)

Subaward means an award provided by a pass-through entity to a subrecipient for the subrecipient to carry out part of a Federal award received by the pass-through entity. It does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program. A subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract.

Subrecipient means a non–Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

Termination means the ending of a Federal award, in whole or in part at any time prior to the planned end of period of performance.

The following provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Per FAR 52.204-24 and FAR 52.204-25, solicitations and resultant contracts shall contain the following provisions.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (Oct 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument" in paragraph (c)(1) in the provision at 52.204-26, Covered Telecommunications Equipment or Services—Representation, or in paragraph (v)(2)(i) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items. The Offeror shall not complete the representation in paragraph (d)(2) of this provision if the Offeror has represented that it "does not use covered telecommunications equipment or services, or any equipment, system, or service that uses covered telecommunications equipment or services" in paragraph (c)(2) of the provision at 52.204-26, or in paragraph (v)(2)(ii) of the provision at 52.212-3.

(a) *Definitions.* As used in this provision—

Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to—

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(c) *Procedures.* The Offeror shall review the list of excluded parties in the System for Award Management (SAM) (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services".

(d) *Representation.* The Offeror represents that—

(1) It ☐ will, ☐ will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

(2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—

It ☐ does, ☐ does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this section.

(e) *Disclosures.*

(1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer.

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(1) of this provision.

(2) Disclosure for the representation in paragraph (d)(2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d)(2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment—

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

(B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and

(C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

(ii) For covered services—

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or

(B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.

52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).

(a) *Definitions.* As used in this clause—

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (*e.g.*, connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (*e.g.*, fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means–

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means–

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (*e.g.*, voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

The following certifications and provisions may be required and apply when Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at $250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(B) Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of $10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror as detailed in the terms of the contract.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does offeror agree to abide by the above? YES RJT Initials of Authorized Representative of offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non - Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work

Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, offeror certifies that offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA)

In the event Federal Transit Administration (FTA) or Department of Transportation (DOT) funding is used by Participating Public Agency, Offeror also agrees to include Clean Air and Clean Water requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the Executive Office of the President Office of Management and Budget (OMB) guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency. If at any time during the term of an award the offeror or its principals becomes debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency, the offeror will notify the Participating Agency.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

(3) The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agency for any contract resulting from this procurement process, offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The offeror further certifies that offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. Additionally:

(1) The Contractor agrees to comply with 49 USC 5323(j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7.A general public interest waiver from the Buy America requirements applies to microprocessors, computers, microcomputers, software or other such devices, which are used solely for the purpose of processing or storing data. This general waiver does not extend to a product or device that merely contains a microprocessor or microcomputer and is not used solely for the purpose of processing or storing data. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11.

(2) A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification with all bids on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

The following certificates titled FTA and DOT Buy America Certification should be completed and returned with the response as part of FTA and DOT requirements.

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENTOF ROLLING STOCK

CERTIFICATE OF COMPLIANCE
(select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 CFR 661.11.

Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but may qualify for an exception to the requirement consistent with 49 U.S.C. 5323(j)(2)(C), and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

FEDERAL TRASIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) - BUY AMERICA: CERTIFICATION REQUIREMENT FOR PROCUREMENT OF STEEL OR MANUFACTURED PRODUCTS

CERTIFICATE OF COMPLIANCE (select one of the two options, NOT BOTH)

Certificate of Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Check for YES: X

OR

Certificate of Non-Compliance with 49 USC §5323(j)(1)

The proposer hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Check for YES: ☐

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

Offeror's Name: Xerox Corp

Address, City, State, and Zip Code: 201 Merritt 7, Norwalk, Connecticut 06851

Phone Number: 8180620-5163

Fax Number: _____

Printed Name and Title of Authorized Representative: Rachael Jones Turner, Director SLED Cooperative Contracts

Email Address: Rachael.Jones@Xerox.com

Signature of Authorized Representative: Rachael Jones Turner

Date: 12/4/2024

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any documents, papers, or other records of offeror that are pertinent to offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to offeror's personnel for the purpose of interview and discussion relating to such documents.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

COMMUNITY DEVELOPMENT BLOCK GRANTS

Purchases made under this contract may be partially or fully funded with federal grant funds. Funding for this work may include Federal Funding sources, including Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development. When such funding is provided, Offeror shall comply with all terms, conditions and requirements enumerated by the grant funding source, as well as requirements of the State statutes for which the contract is utilized, whichever is the more restrictive requirement. When using Federal Funding, Offeror shall comply with all wage and latest reporting provisions of the Federal Davis-Bacon Act. HUD-4010 Labor Provisions also applies to this contract.

Does offeror agree? YES RJT Initials of Authorized Representative of offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Offeror's Name: Xerox Corporation

Address, City, State, and Zip Code: 201 Merritt 7, Norwalk, Connecticut 06851

Phone Number: 818-620-5163 Fax Number:

Printed Name and Title of Authorized Representative:
Rachael Jones Turner, Director SLED Cooperative Contracts

Email Address:
Rachael.Jones@Xerox.com

Signature of Authorized Representative: Rachael Jones Turner Date: 12/4/2024

FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may need to respond to events and losses where products and services are needed for the immediate and initial response to emergency situations such as, but not limited to, water damage, fire damage, vandalism cleanup, biohazard cleanup, sewage decontamination, deodorization, and/or wind damage during a disaster or emergency situation. By submitting a proposal, the Supplier is accepted these FEMA and Additional Federal Funding Special Conditions required by the Federal Emergency Management Agency (FEMA) and other federal entities.

"Contract" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as the "Master Agreement".

"Contractor" in the below pages under FEMA AND ADDITIONAL FEDERAL FUNDING SPECIAL CONDITIONS is also referred to and defined as "Supplier" or "Awarded Supplier".

Conflicts of Interest

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a FEMA award if he or she has a real or apparent conflict of interest. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties, has a financial or other interest in or a tangible personal benefit from a firm considered for award. 2 C.F.R. § 200.318(c)(1); See also Standard Form 424D, ¶ 7; Standard Form 424B, ¶ 3. i. FEMA considers a "financial interest" to be the potential for gain or loss to the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of these parties as a result of the particular procurement. The prohibited financial interest may arise from ownership of certain financial instruments or investments such as stock, bonds, or real estate, or from a salary, indebtedness, job offer, or similar interest that might be affected by the particular procurement. ii. FEMA considers an "apparent" conflict of interest to exist where an actual conflict does not exist, but where a reasonable person with knowledge of the relevant facts would question the impartiality of the employee, officer, or agent participating in the procurement. c. Gifts. The officers, employees, and agents of the Participating Public Agency nor the Participating Public Agency ("NFE") must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, NFE's may set standards for situations in which the financial interest is de minimus, not substantial, or the gift is an unsolicited item of nominal value. 2 C.F.R. § 200.318(c)(1). d. Violations. The NFE's written standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the NFE. 2 C.F.R. § 200.318(c)(1). For example, the penalty for a NFE's employee may be dismissal, and the penalty for a contractor might be the termination of the contract.

Contractor Integrity

A contractor must have a satisfactory record of integrity and business ethics. Contractors that are debarred or suspended, as described in and subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension), must be rejected and cannot receive contract awards at any level.

Notice of Legal Matters Affecting the Federal Government

In the event FTA or DOT funding is used by Participating Public Agency, Contractor agrees to:

1) The Contractor agrees that if a current or prospective legal matter that may affect the Federal Government emerges, the Contractor shall promptly notify the Participating Public Agency of the legal matter in accordance with 2 C.F.R. §§ 180.220 and 1200.220.

2) The types of legal matters that require notification include, but are not limited to, a major dispute, breach, default, litigation, or naming the Federal Government as a party to litigation or a legal disagreement in any forum for any reason.

3) The Contractor further agrees to include the above clause in each subcontract, at every tier, financed in whole or in part with Federal assistance provided by the FTA.

Public Policy

A contractor must comply with the public policies of the Federal Government and state, local government, or tribal government. This includes, among other things, past and current compliance with the:

a. Equal opportunity and nondiscrimination laws
b. Five affirmative steps described at 2 C.F.R. § 200.321(b) for all subcontracting under contracts supported by FEMA financial assistance; and FEMA Procurement Guidance June 21, 2016 Page IV- 7
c. Applicable prevailing wage laws, regulations, and executive orders

Affirmative Steps

For any subcontracting opportunities, Contractor must take the following Affirmative steps:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and
5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Prevailing Wage Requirements

When applicable, the awarded Contractor (s) and any and all subcontractor(s) agree to comply with all laws regarding prevailing wage rates including the Davis-Bacon Act, applicable to this solicitation and/or Participating Public Agencies. The Participating Public Agency shall notify the Contractor of the applicable pricing/prevailing wage rates and must apply any local wage rates requested. The Contractor and any subcontractor(s) shall comply with the prevailing wage rates set by the Participating Public Agency.

Federal Requirements

If products and services are issued in response to an emergency or disaster recovery the items below, located in this FEMA Special Conditions section of the Federal Funds Certifications, are activated and required when federal funding may be utilized.

2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses

1. CONTRACT REMEDIES

Contracts for more than the federal simplified acquisition threshold (SAT), the dollar amount below which an NFE may purchase property or services using small purchase methods, currently set at $250,000 for procurements made on or after June 20, 2018,4 must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms and must provide for sanctions and penalties as appropriate.

1.1 Applicability

This contract provision is required for contracts over the SAT, currently set at $250,000 for procurements made on or after June 20, 2018. Although not required for contracts at or below the SAT, FEMA suggests including a remedies provision.

1.2 Additional Considerations

For FEMA's Assistance to Firefighters Grant (AFG) Program, recipients must include a penalty clause in all contracts for any AFG-funded vehicle, regardless of dollar amount. In that situation, the contract must include a clause addressing that non-delivery by the contract's specified date or other vendor nonperformance will require a penalty of no less than $100 per day until such time that the vehicle, compliant with the terms of the contract, has been accepted by the recipient. This penalty clause should, however, account for force majeure or acts of God. AFG recipients should refer to the applicable year's Notice of Funding Opportunity (NOFO) for additional information, which can be accessed at FEMA.gov.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

When applicable:

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit

of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's

commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the

Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non- Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program.

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti- Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. It DOES NOT apply to the FEMA Public Assistance Program.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" Act.

a. Contractor. The contractor shall comply with 18 U.S.C. §874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

b. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any

subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. §5.12."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non- federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in suchworkweek.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of

$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The Federal agency or loan/grant recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the non- Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it DOES NOT apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "funding agreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the

Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the Participating Public Agency and understands and agrees that the Participating Public Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any non-procurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the non-procurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the Participating Public Agency. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Participating Public Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

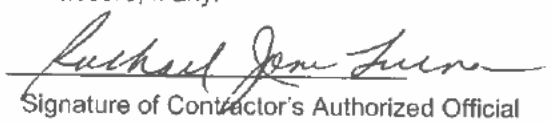
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, Xerox, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Rachael Jones Turner, Director SLED Cooperative Contracts

Name and Title of Contractor's Authorized Official

12/4/2024

Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. §200.322.

b. Applicability. This requirement applies to all contracts awarded by a non- federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired by the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. Suggested Language.

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

12. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CONTRACTOR should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States. This includes, but is not limited to, iron, aluminum, steel, cement, and other manufactured products.

Applicability For purchases in support of FEMA declarations and awards issued on or after November 12, 2020, all FEMA recipients and subrecipients are required to include in all contracts and purchase orders for work or products a contract provision encouraging domestic preference for procurements.

Domestic Preference for Procurements As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber."

13. **ACCESS TO RECORDS**

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

Access to Records. The following access to records requirements apply to this contract:

i. The Contractor agrees to provide Participating Public Agency, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Participating Public Agency and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. **CHANGES**

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

15. **DHS SEAL, LOGO, AND FLAGS**

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. "The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

16. **COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

c. "This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

17. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

c. "The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract."

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. "The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

d. In the event FTA or DOT funding is used by a Participating Public Agency, Contractor further acknowledges U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, and apply to its actions pertaining to this Contract. Upon execution of the underlying Contract, Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to me made, pertaining to the underlying Contract or the FTA assisted project for which this Contract Work is being performed.

In addition to other penalties that may be applicable, Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on Contractor to the extent the Federal Government deems appropriate.

Contractor also acknowledges that if it makes, or causes to me made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA

under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307 (n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

Contractor agrees to include the above clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

FEDERAL TRANSIT ADMINISTRATION (FTA) AND DEPARTMENT OF TRANSPORTATION (DOT) SPECIAL CONDITIONS

Awarded Supplier(s) (also referred to as Contractors) may be asked to provide products and services to agencies following Federal Transit Administration and/or Department of Transportation requirements. By submitting a response, the Supplier is accepting these FTA and DOT Special Conditions.

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000).
(1) The Participating Public Agency and contractor/vendor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the purchaser, contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.
(2) The contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

These requirements do not apply to micro-purchases ($10,000 or less, except for construction contracts over $2,000)

(1) The contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies, "49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

(2) The contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. 5307, the Government reserves the right to impose the penalties of 18 U.S.C. 1001 and 49 U.S.C. § 5323(l) on the contractor, to the extent the Federal Government deems appropriate.

(3) The contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

(1) Record Retention. The Contractor will retain, and will require its subcontractors of all tiers to retain, complete and readily accessible records related in whole or in part to the contract, including, but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

(2) Retention Period. The Contractor agrees to comply with the record retention requirements in accordance with 2 C.F.R. § 200.333. The Contractor shall maintain all books, records, accounts and reports required under this Contract

for a period of at not less than three (3) years after the date of termination or expiration of this Contract, except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto.

(3) Access to Records. The Contractor agrees to provide sufficient access to FTA and its contractors to inspect and audit records and information related to performance of this contract as reasonably may be required.

(4) Access to the Sites of Performance. The Contractor agrees to permit FTA and its contractors access to the sites of performance under this contract as reasonably may be required.

FEDERAL CHANGES

(1) Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this Contract.
Contractor agrees to:

a) Maintain all books, records, accounts and reports required under this Contract for a period of not less than three (3) years after the date of termination or expiration of this Contract or any extensions thereof except in the event of litigation or settlement of claims arising from the performance of this Contract, in which case Contractor agrees to maintain same until Public Agency, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto.

b) Permit any of the foregoing parties to inspect all work, materials, payrolls, and other data and records with regard to the Project, and to audit the books, records, and accounts with regard to the Project and to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed for the purpose of audit and examination.

FTA does not require the inclusion of these requirements of Article 1.01 in subcontracts. Reference 49 CFR 18.39 (a)(11).

CIVIL RIGHTS / TITLE VI REQUIREMENTS

The Participating Public Agency is an Equal Opportunity Employer. As such, the Participating Public Agency agrees to comply with all applicable Federal civil rights laws and implementing regulations. Apart from inconsistent requirements imposed by Federal laws or regulations, the Participating Public Agency agrees to comply with the requirements of 49 U.S.C. § 5323(h) (3) by not using any Federal assistance awarded by FTA to support procurements using exclusionary or discriminatory specifications.

Under this Agreement, the Contractor shall at all times comply with the following requirements and shall include these requirements in each subcontract entered into as part thereof.

(1) Nondiscrimination – In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. 20000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6102, section 202 of the Americans with disabilities Act of 1990, 42 U.S.C. 12132, and Federal transit law at 49 U.S.C. 5332, the contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity – The following equal employment opportunity requirements apply to the underlying contract:

(a) **Race, Color, Creed, National Origin, Sex**. In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e et seq., and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 C.F.R. chapter 60, and Executive Order No. 11246, "Equal Employment Opportunity in Federal Employment," September 24, 1965, 42 U.S.C. § 2000e note, as amended by any later Executive Order that amends or supersedes it, referenced in 42 U.S.C. § 2000e note. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, national origin, or sex (including sexual orientation and gender identity). Such action shall include,

but not be limited to, the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) **Age** - In accordance with the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-634, U.S. Equal Employment Opportunity Commission (U.S. EEOC) regulations, "Age Discrimination in Employment Act," 29 C.F.R. part 1625, the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6101 et seq., U.S. Health and Human Services regulations, "Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance," 45 C.F.R. part 90, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) **Disabilities** - In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. §4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The contractor also agrees to include these requirements in each subcontract financed whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

INCORPORATION OF FTA 4220.1F TERMS

(1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

(2) Flow Down – The incorporation of FTA terms has unlimited flow down.

DISADVANTAGED BUSINESS ENTERPRISE (DBE)

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 C.F.R. part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;

2) Assessing sanctions;

3) Liquidated damages; and/or

4) Disqualifying the contractor from future bidding as non-responsible. 49 C.F.R. § 26.13(b).

5) Non-Discrimination Assurances. Contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. Contractor shall carry out all applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or other such remedy as public agency deems appropriate. Each subcontract Contractor signs with a subcontractor must include the assurance in this paragraph. (See 49 CFR 26.13(b)).

6) Prompt Payment. Contractor is required to pay each subcontractor performing Work under this prime Contract for satisfactory performance of that work no later than thirty (30) days after Contractor's receipt of payment for that Work from public agency. In addition, Contractor is required to return any retainage

payments to those subcontractors within thirty (30) days after the subcontractor's work related to this Contract is satisfactorily completed and any liens have been secured. Any delay or postponement of payment from the above time frames may occur only for good cause following written approval of public agency. This clause applies to both DBE and non-DBE subcontractors. Contractor must promptly notify public agency whenever a DBE subcontractor performing Work related to this Contract is terminated or fails to complete its Work, and must make good faith efforts to engage another DBE subcontractor to perform at least the same amount of work. Contractor may not terminate any DBE subcontractor and perform that Work through its own forces, or those of an affiliate, without prior written consent of Participating Public Agency.

7) DBE Program. In connection with the performance of this Contract, Contractor will cooperate with public agency in meeting its commitments and goals to ensure that DBEs shall have the maximum practicable opportunity to compete for subcontract work, regardless of whether a contract goal is set for this Contract. Contractor agrees to use good faith efforts to carry out a policy in the award of its subcontracts, agent agreements, and procurement contracts which will, to the fullest extent, utilize DBEs consistent with the efficient performance of the Contract.

ENERGY CONSERVATION REQUIREMENTS

Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plans issued under the Energy Policy and Conservation Act, as amended, 42 U.S.C. Sections 6321 et seq. and 41 CFR Part 301-10.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

1) The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, dated November 1, 2008, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA-mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The contractor shall not perform any act, fail to perform any act, or refuse to comply with any Participating Public Agency request, which would cause the Participating Public Agency to be in violation of the FTA terms and conditions.

2) Flow Down – The incorporation of FTA terms has unlimited flow down.

SUSPENSION AND DEBARMENT

The Contractor shall comply and facilitate compliance with U.S. DOT regulations, "Nonprocurement Suspension and Debarment," 2 C.F.R. part 1200, which adopts and supplements the U.S. Office of Management and Budget (U.S. OMB) "Guidelines to Agencies on Government Wide Debarment and Suspension (Nonprocurement)," 2 C.F.R. part 180. These provisions apply to each contract at any tier of $25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount), and to each contract at any tier that must be approved by an FTA official irrespective of the contract amount. As such, the Contractor shall verify that its principals, affiliates, and subcontractors are eligible to participate in this federally funded contract and are not presently declared by any Federal department or agency to be:

a) Debarred from participation in any federally assisted Award;
b) Suspended from participation in any federally assisted Award;
c) Proposed for debarment from participation in any federally assisted Award;
d) Declared ineligible to participate in any federally assisted Award;
e) Voluntarily excluded from participation in any federally assisted Award; or
f) Disqualified from participation in ay federally assisted Award.

By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

The certification in this clause is a material representation of fact relied upon by the AGENCY. If it is later determined by the AGENCY that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to the AGENCY, the Federal Government may pursue available remedies, including but not limited to

suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. part 180, subpart C, as supplemented by 2 C.F.R. part 1200, while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

NO FEDERAL GOVERNMENT OBLIGATIONS TO THIRD PARTIES

Agency and Contractor acknowledge and agree that, absent the Federal Government's express written consent and notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying Contract, the Federal Government is not a party to this Contract and shall not be subject to any obligations or liabilities to agency, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying Contract.

Contractor agrees to include the above clause in each subcontract financed in whole or in part with federal assistance provided by the FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

CARGO PREFERENCE REQUIREMENTS

Use of United States-Flag Vessels. The contractor agrees:

1) To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

2) To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of loading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington D.C. 20590 and the FTA recipient (through the contractor in the case of a subcontractor's bill-of lading).

3) To include these requirements in all subcontracts issued pursuant to the contract when the subcontract may involve the transport of equipment, materials, or commodities by ocean vessel.

FLY AMERICA

Fly America Requirements:

1) Definitions. As used in this clause- "International air transportation" means transportation by air between a place in the United States and a place outside the United States or between two places both of which are outside the United States. "United States" means the 50 States, the District of Columbia, and outlying areas. "U.S.-flag air carrier" means an air carrier holding a certificate under 49 U.S.C. Chapter 411.

2) When Federal funds are used to fund travel, Section 5 of the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. 40118) (Fly America Act) requires contractors, recipients, and others use U.S.-flag air carriers for U.S. Government-financed international air transportation of personnel (and their personal effects) or property, to the extent that service by those carriers is available. It requires the Comptroller General of the United States, in the absence of satisfactory proof of the necessity for foreign-flag air transportation, to disallow expenditures from funds, appropriated or otherwise established for the account of the United States, for international air transportation secured aboard a foreign-flag air carrier if a U.S.-flag air carrier is available to provide such services.

3) If available, the contractor, in performing work under this contract, shall use U.S.-flag carriers for international air transportation of personnel (and their personal effects) or property.

4) In the event that the contractor selects a carrier other than a U.S.-flag air carrier for international air transportation, the contractor shall include a statement on vouchers involving such transportation essentially as follows:

Statement of Unavailability of U.S.-Flag Air Carriers

International air transportation of persons (and their personal effects) or property by U.S.-flag air carrier was not available or it was necessary to use foreign-flag air carrier service for the following reasons. See FAR § 47.403.

Stated Reason(s):_____
_____
_____

5) The contractor shall include the substance of this clause, including this paragraph, in each subcontract or purchase under this contract that may involve international air transportation.

RECYCLED PRODUCTS

1) The Contractor agrees to provide a preference for those products and services that conserve natural resources, protect the environment, and are energy efficient by complying with and facilitating compliance with Section 6002 of the Resource Conservation and Recovery Act, as amended, 42 U.S.C. § 6962, and U.S. Environmental Protection Agency (U.S. EPA), "Comprehensive Procurement Guideline for Products Containing Recovered Materials," 40 C.F.R. part 247.

CONFORMANCE WITH ITS NATIONAL ARCHITECTURE

When applicable:

1) Contractor shall conform, to the extent applicable, to the National Intelligent Transportation Standards architecture as required by SAFETEA-LU Section 5307(c), 23 U.S.C. Section 512 and as amended by MAP-21 23 U.S.C. § 517(d), note and follow the provisions of FTA Notice, "FTA National Architecture Policy on Transit Projects," 66 Fed. Reg.1455 et seq., January 8, 2001, and any other implementing directives FTA may issue at a later date, except to the extent FTA determines otherwise in writing.

ADA ACCESS

1) In accordance with section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794, the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. § 12101 et seq., the Architectural Barriers Act of 1968, as amended, 42 U.S.C. § 4151 et seq., and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against individuals on the basis of disability. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

SAFE OPERATION OF MOTOR VEHICLES

1) *Seat Belt Use* - The Contractor is encouraged to adopt and promote on-the-job seat belt use policies and programs for its employees and other personnel that operate company-owned vehicles, company-rented vehicles, or personally operated vehicles. The terms "company-owned" and "company-leased" refer to vehicles owned or leased either by the Contractor or Participating Public Agency.

2) *Distracted Driver* - The Contractor agrees to adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while using an electronic device supplied by an employer, and driving a vehicle the driver owns or rents, a vehicle Contactor owns, leases, or rents, or a privately-owned vehicle when on official business in connection with the work performed under this agreement.

PROMPT PAYMENT

1) The Prime Contractor shall pay any Subcontractor for work that has been satisfactorily performed no later than thirty (30) days from the date of the Prime Contractor's receipt of each payment made by the Participating Public Agency. Additionally, within thirty (30) days of satisfactory completion of all work required of the Subcontractor, the Prime Contractor shall release any retainage payments withheld to the Subcontractor.

FTA PROTEST NOTIFICATION

A protestant must exhaust all Participating Public Agency Procurement administrative procedures and remedies before pursuing a protest with the FTA.

1) Any and all protests shall be in writing and shall be filed with the Purchasing Manager with the Participating Public Agency. A protest relating to the process for determining the most responsive and responsible contractor shall be filed within five (5) business days after the protestor knows or should have known the basis of the determination. The Contract Officer shall respond to a protest within fourteen (14) calendar days after the receipt of the protest. The Purchasing Manager may grant the Contract Officer an extension for the response if warranted. A request for reconsideration of any and all determinations by the Contract Officer shall be filed with the Purchasing Manager within seven (7) calendar days after the receipt of the determination.

2) A protest shall include:

    a. The name, address, and telephone number, including FAX number if available, of the protestor;

    b. The signature of the protestor or authorized representative;

    c. Identification of the contract/solicitation;

    d. A detailed statement of the legal and/or factual grounds of protest including copies and/or citations of relevant documents, and;

    e. The form of relief requested.

3) If any of the above information is omitted or incomplete, then the Protestor shall be notified, in writing, within two (2) calendar days after that determination, and the Protestor shall have two (2) calendar days in which to remedy the specified problem.

4) The Participating Public Agency will not make award prior to the resolution of a protest, or open bids prior to resolution of a protest filed before bid opening unless the Purchasing Manager determines in writing that it is in the best interests of the Participating Public Agency or in keeping with Item 7 of this procedure to do otherwise. Potential contractors will be advised of a pending protest if the protest is filed before award.

5) The Purchasing Manager may allow for an informal conference on the merits of a protest with all interested parties allowed to attend. Interested parties include all bidding contractors, and may also include a subcontractor or supplier provided they have a substantial economic interest in a portion of the IFB or RFP.

6) The Purchasing Manager shall respond "in writing", in detail, to each substantial issue raised in the protest. The Purchasing Manager has the sole authority to make determinations for the Participating Public Agency, and a determination shall be considered final when it is labeled as such. A request for reconsideration will be allowed by the Purchasing Manager if he determines that data has become available that was not previously known, or that there has been an error of law or regulation.

7) The Participating Public Agency may proceed with procurement when a protest is pending if the Participating Public Agency determines that:

a. The items to be procured are urgently required;
b. Delivery or performance will be unduly delayed by failure to make the award promptly; or
c. Failure to make award will otherwise cause undue harm to the grantee for the Federal Government.

8) FTA will only entertain a protest that alleges:

a. The Participating Public Agency failed to have or to adhere to its protest procedures, or failed to review a complaint or protest; or
b. Violations of Federal law or regulation.

9) A protest to FTA must be filed in accordance with FTA Circular 4220.1F, available from the Contract Officer. Specifically, protestors shall file a protest with FTA Region 9 or FTA Headquarters Office no later than five (5) days after a final decision is rendered under the Participating Public Agency's protest procedure. In instances where the protestor alleges that the Participating Public Agency failed to make a final determination on the protest, protestors shall file a protest with FTA not later than five (5) calendar days after the protester knew or should have known of the grantee's failure to render a final determination on the protest.

A protest filed with FTA shall:

a. Include the name and address of the protestor.
b. Identify the grantee, project number, and the number of the contract solicitation.
c. Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to have or adhere to protest procedures, failure to review a complaint or protest; or Violation of Federal law or regulation.

Include a copy of the local protest filed with the grantee and a copy of the grantee's decision, if any.

Offeror agrees to comply with all terms and conditions outlined in the FEMA and Additional Federal Funding Special Conditions section of this solicitation.

Offeror's Name: Xerox Corporation

Address, City, State, and Zip Code:
201 Meritt 7, Norwalk, Connecticut 06851

Phone Number: 818-620-5163 Fax Number: _____

Printed Name and Title of Authorized Representative:
Rachael Jones Turner

Email Address: Rachael.Jones@Xerox.com

Signature of Authorized Representative: Rachael Jones Turner

Date: 12/4/2024

NEW JERSEY BUSINESS COMPLIANCE

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statues. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact OMNIA Partners' ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Disclosure of Investment Activities in Iran
DOC #7	Certification of Non-Involvement in Prohibited Activities in Russia or Belarus
DOC #8	New Jersey Business Registration Certificate
DOC #9	EEOAA Evidence
DOC #10	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

☐ Sole Proprietorship (skip Parts II and III, execute certification in Part IV)

☐ Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)

☒ For-Profit Corporation (any type) ☐ Limited Liability Company (LLC)

☐ Partnership ☐ Limited Partnership ☐ Limited Liability Partnership (LLP)

☐ Other (be specific): _____

Part II

☐ The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. (**COMPLETE THE LIST BELOW IN THIS SECTION**)

OR

☒ No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. (**SKIP TO PART IV**)

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed**.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above**. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the ***<name of contracting unit>*** is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with ***<type of contracting unit>*** to notify the ***<type of contracting unit>*** in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the ***<type of contracting unit>*** to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):	Joanne Levy	Title:	General Manager
Signature:	Joanne Levy	Date:	11/14/24

DOC #2

NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	**NON-COLLUSION AFFIDAVIT**
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner's use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of _____ ss:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____of full age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____ _____relies upon the truth of the statements contained in said Proposal
(name of contracting unit)
and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day _____
Signature

_____, 2____ _____
(Type or print name of affiant under signature)

_____
Notary public of

My Commission expires _____

(Seal)

DOC #3

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Xerox Corporation

Street: 201 Merritt 7

City, State, Zip Code: Norwalk, Ct 06851

Proposal Certification:

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

   OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

   OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

Public Work – Over $50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.

B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/14/24
Date

James Foy General Manager, NJ
Authorized Signature and Title

Version March 19, 2024

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of $17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).

2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.

3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.

4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.

    a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12. They will be updated from time-to-time as necessary.
    b. A public agency using these forms **should edit them to properly reflect the correct legislative district**(s). As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
    c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
    d. The form may be used "as-is", subject to edits as described herein.
    e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
    f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.

5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
    - of the public entity awarding the contract
    - of that county in which that public entity is located
    - of another public entity within that county
    - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed $300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant to N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I – Vendor Information

Vendor Name:	Xerox Corporation		
Address:	201 Merritt 7		
City:	Norwalk,	State: Ct	Zip: 06851

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

	Joanne Levy	General Manager, NJ
Signature	Printed Name	Title

Part II – Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than $300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

☐ Check here if disclosure is provided in electronic form

Contributor Name	Recipient Name	Date	Dollar Amount
n/a			$

☐ Check here if the information is continued on subsequent page(s)

List of Agencies with Elected Officials Required for Political Contribution Disclosure
N.J.S.A. 19:44A-20.26

County Name:
State: Governor, and Legislative Leadership Committees
Legislative District #s:
State Senator and two members of the General Assembly per district.

County:

Freeholders	County Clerk	Sheriff
{County Executive}	Surrogate	

Municipalities (Mayor and members of governing body, regardless of title):

USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE FORM.

DOC #5

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

☐ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

☒ I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership ☒ Corporation ☐ Sole Proprietorship

☐ Limited Partnership ☐ Limited Liability Corporation ☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:
Name: Home Address:	Name: Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

_____
(Affiant)

(Notary Public)

_____
(Print name & title of affiant)

My Commission expires:

(Corporate Seal)

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: Xerox Corporation

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

☒ I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR

☐ I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities _____
Relationship to Vendor/ Bidder _____
Description of Activities _____
_____
_____
Duration of Engagement _____
Anticipated Cessation Date
**Attach Additional Sheets If Necessary.*

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

_____ 11/14/24
Signature Date

Joanne Levy
Print Name and Title

DPP Rev. 12.13.2021

CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. (L. 2022, c. 3) any person or entity (hereinafter "Vendor[i]") that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: https://sanctionssearch.ofac.treas.gov/. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of "Vendor" below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

X A. That the Vendor is not identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ B. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus.

OR

○ C. That I am unable to certify as to "A" above, because the Vendor is identified on the OFAC Specially Designated Nationals and Blocked Persons list. However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor's activity related to Russia and/or Belarus is consistent with federal law is set forth below.

(Attach Additional Sheets If Necessary.)

Joanne Levy	11/14/24
Signature of Vendor's Authorized Representative	Date
Joanne Levy	160468020
Print Name and Title of Vendor's Authorized Representative	Vendor's FEIN
Xerox Corporation	609-672-5921
Vendor's Name	Vendor's Phone Number
201 Merritt 7	609-581-0320
Vendor's Address (Street Address)	Vendor's Fax Number
Norwalk, Ct 06851	Joanne.levy@xerox.com
Vendor's Address (City/State/Zip Code)	Vendor's Email Address

[i] Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2). NJ Rev. 1.22.2024

DOC #8

NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

https://www.njportal.com/DOR/BusinessRegistration/

DOC #9

EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

EEO/AA Evidence

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:
https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf
for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Name: joanne.levy@xerox.com Title: General Manager, NJ

Signature: Joanne Levy Date: 11/14/24

DOC #10

MACBRIDE-PRINCIPLES

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY 33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: Xerox Corporation

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/ Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX

☒ The Vendor/Bidder has no business operations in Northern Ireland; or

OR

☐ The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I may be subject to criminal prosecution under the law, and it will constitute a material breach of my contract(s) with the State, permitting the State to declare any contract(s) resulting from this certification void and unenforceable.

Joanne Levy
Signature

11/14/24
Date

Joanne Levy
Print Name and Title

DPP Rev. 12.13.2021

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Xerox Holdings Corporation

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☑ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) **D**

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.

201 Merritt 7

6 City, state, and ZIP code

Norwalk, CT 06851-1056

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–		–				

or

Employer identification number

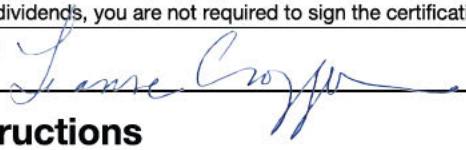
8	3	–	3	9	3	3	7	4	3

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person**  **Date** 7/19/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);

2. Certify that you are not subject to backup withholding; or

3. Claim exemption from backup withholding if you are a U.S. exempt payee; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;

2. You do not certify your TIN when required (see the instructions for Part II for details);

3. The IRS tells the requester that you furnished an incorrect TIN;

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or

5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

• **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

2—The United States or any of its agencies or instrumentalities.

3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.

5—A corporation.

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.

7—A futures commission merchant registered with the Commodity Futures Trading Commission.

8—A real estate investment trust.

9—An entity registered at all times during the tax year under the Investment Company Act of 1940.

10—A common trust fund operated by a bank under section 584(a).

11—A financial institution as defined under section 581.

12—A middleman known in the investment community as a nominee or custodian.

13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5.[2]
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

[1] See Form 1099-MISC, Miscellaneous Information, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).

B—The United States or any of its agencies or instrumentalities.

C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.SSA.gov*. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/EIN*. Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor[2]
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
6. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity[4]
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.IdentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

Introduced: 12/11/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II;
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 retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II;
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Emergency Communications Department requested for the Human Resources Department to conduct a review of the Communication Dispatcher I/II classification titles. The review process determined a retitle of Communication Dispatcher I/II to Emergency Communication Dispatcher I/II was appropriate.

DISCUSSION:
The Emergency Communications Department requested to review and update the Communications Dispatcher I/II classification series in order to modernize the classifications and ensure the classifications accurately reflect the work currently performed by incumbents. As part of the review process, while updating the classification specifications, it was determined that retitling the classifications would more accurately reflect the scope, complexity, and work performed. Additionally, this proposed update will align the entry and journey-level classification titles with the supervisory classes within the series.

From	To	Class Code
Communications Dispatcher I	Emergency Communications Dispatcher I	80S01
Communications Dispatcher II	Emergency Communications Dispatcher II	80S21

OTHER AGENCY INVOLVEMENT:
The Department of Emergency Communications has reviewed and concurred with the recommendations. In addition, the Service Employees International Union (SEIU) Local 521 has been notified of the recommendations.

FINANCING:
There is no impact on the County General Fund by retitling these classifications.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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

Prepared by: Caroline McMillin, Human Resources Analyst II, ext. #5287
Approved by: Andreas Pyper, Director of Human Resources, ext. #5043

Attachment:
Resolution

Introduced: 12/11/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II;
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 retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II;
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Emergency Communications Department requested for the Human Resources Department to conduct a review of the Communication Dispatcher I/II classification titles. The review process determined a retitle of Communication Dispatcher I/II to Emergency Communication Dispatcher I/II was appropriate.

DISCUSSION:
The Emergency Communications Department requested to review and update the Communications Dispatcher I/II classification series in order to modernize the classifications and ensure the classifications accurately reflect the work currently performed by incumbents. As part of the review process, while updating the classification specifications, it was determined that retitling the classifications would more accurately reflect the scope, complexity, and work performed. Additionally, this proposed update will align the entry and journey-level classification titles with the supervisory classes within the series.

From	To	Class Code
Communications Dispatcher I	Emergency Communications Dispatcher I	80S01
Communications Dispatcher II	Emergency Communications Dispatcher II	80S21

OTHER AGENCY INVOLVEMENT:
The Department of Emergency Communications has reviewed and concurred with the recommendations. In addition, the Service Employees International Union (SEIU) Local 521 has been notified of the recommendations.

FINANCING:
There is no impact on the County General Fund by retitling these classifications.

BOARD OF SUPERVISORS' STRATEGIC INITIATIVES:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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

Prepared by: Caroline McMillin, Human Resources Analyst II, ext. #5287
Approved by: Andreas Pyper, Director of Human Resources, ext. #5043

Attachment:
Resolution

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

Resolution No.: PPPR Control No. 26-002)
HRM Control No. 26-001)
Adopts a Resolution to:)
a. Amend Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B to retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II;)
b. Direct the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.)

WHEREAS, the Emergency Communications Department requested to review and update the Communications Dispatcher I-II classification series to modernize the classification specification series and ensure the classifications accurately reflect the work currently performed by incumbents; and

WHEREAS, to implement the recommendations, 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. The Personnel Policies and Practices Resolution (PPPR) No. 98-394 Appendices A and B are amended to retitle the classifications of Communications Dispatcher I-II to Emergency Communications Dispatcher I-II:

From	To	Class Code
Communications Dispatcher I	Emergency Communications Dispatcher I	80S01
Communications Dispatcher II	Emergency Communications Dispatcher II	80S21

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 _____, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 12/12/2025

Current Status: General Government - Consent

Version: 1

Matter Type: BoS Resolution

Adopt a Resolution to:

a. Amend the FY 2025-26 Office of County Counsel Adopted Budget (Fund 001, Department 1210, Unit 8407) to approve the reclassification of one (1) Management Analyst to one (1) Ergonomics Manager as indicated in Attachment A, effective January 10, 2026; and

b. Direct the County Administrative Office and the Auditor- Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and 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 the FY 2025-26 Office of County Counsel Adopted Budget (Fund 001, Department 1210, Unit 8407) to approve the reclassification of one (1) Management Analyst I to one (1) Ergonomics Manager as indicated in attachment A, effective January 10, 2026; and

b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Human Resources Department completed a classification study of one (1) Management Analyst I incumbent in the Office of County Counsel. The study found the incumbent was performing duties more aligned with an Ergonomics Manager classification. The Human Resources Department recommends the Board of Supervisors amend the FY 2025-26 Office of County Counsel Adopted Budget to approve the reclassification of one (1) Management Analyst I to one (1) Ergonomics Manager.

DISCUSSION:

The Office of County Counsel requested a classification study of one (1) Management Analyst I. The objective of the study was to determine if the incumbent was appropriately classified, and if not, to recommend a classification that accurately reflects the duties and responsibilities currently assigned to the incumbent.

The Human Resources Department conducted a classification study of one (1) Management Analyst I incumbent. The classification study found that the Management Analyst I does not accurately reflect the duties and responsibilities that the incumbent is performing. Given the scope of work, complexity, and consequence of error, it was determined that the appropriate classification that accurately reflects

the duties performed is the Ergonomics Manager classification.

Therefore, the Human Resources Department recommends that the Board of Supervisors reclassify the incumbent from Management Analyst I to Ergonomics Manager.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel concur with the recommendations. In addition, County Employees Management Association (CEMA) has been provided notice of these recommendations.

FINANCING:
The salary and benefits increase resulting from this change for the Office of County Counsel is approximately $8,000 for the remainder of FY 2025-26. The department will absorb the increase within their budget. Future year costs will be included in the department's requested budget through the annual budget process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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

Prepared by: Litzy Esparza Plascencia, Human Resources Analyst I, ext. #5955
Approved by: Andreas Pyper, Director of Human Resources, ext. #5043

Attachments:
Attachment A
Resolution

Introduced: 12/12/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

Adopt a Resolution to:

a. Amend the FY 2025-26 Office of County Counsel Adopted Budget (Fund 001, Department 1210, Unit 8407) to approve the reclassification of one (1) Management Analyst to one (1) Ergonomics Manager as indicated in Attachment A, effective January 10, 2026; and
b. Direct the County Administrative Office and the Auditor- Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and 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 the FY 2025-26 Office of County Counsel Adopted Budget (Fund 001, Department 1210, Unit 8407) to approve the reclassification of one (1) Management Analyst I to one (1) Ergonomics Manager as indicated in attachment A, effective January 10, 2026; and
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.

SUMMARY:

The Human Resources Department completed a classification study of one (1) Management Analyst I incumbent in the Office of County Counsel. The study found the incumbent was performing duties more aligned with an Ergonomics Manager classification. The Human Resources Department recommends the Board of Supervisors amend the FY 2025-26 Office of County Counsel Adopted Budget to approve the reclassification of one (1) Management Analyst I to one (1) Ergonomics Manager.

DISCUSSION:

The Office of County Counsel requested a classification study of one (1) Management Analyst I. The objective of the study was to determine if the incumbent was appropriately classified, and if not, to recommend a classification that accurately reflects the duties and responsibilities currently assigned to the incumbent.

The Human Resources Department conducted a classification study of one (1) Management Analyst I incumbent. The classification study found that the Management Analyst I does not accurately reflect the duties and responsibilities that the incumbent is performing. Given the scope of work, complexity, and consequence of error, it was determined that the appropriate classification that accurately reflects the duties performed is the Ergonomics Manager classification.

Therefore, the Human Resources Department recommends that the Board of Supervisors reclassify the incumbent from Management Analyst I to Ergonomics Manager.

OTHER AGENCY INVOLVEMENT/COMMITTEE ACTIONS:
The Office of County Counsel concur with the recommendations. In addition, County Employees Management Association (CEMA) has been provided notice of these recommendations.

FINANCING:
The salary and benefits increase resulting from this change for the Office of County Counsel is approximately $8,000 for the remainder of FY 2025-26. The department will absorb the increase within their budget. Future year costs will be included in the department's requested budget through the annual budget process.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
The proposed recommended actions demonstrate the County's commitment in recruiting, retaining, and attracting a diverse, talented workforce that supports the mission of the County of Monterey.

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

Prepared by: Litzy Esparza Plascencia, Human Resources Analyst I, ext. #5955
Approved by: Andreas Pyper, Director of Human Resources, ext. #5043

Attachments:
Attachment A
Resolution

ATTACHMENT A

Reclassify Incumbent from Management Analyst I to Ergonomics Manager
Office of County Counsel
Budget Unit 8407-Fund 001-Appropriation Unit COU001

FROM…

Title	**Class Code**
Management Analyst I	14G02

TO…

Title	**Class Code**
Ergonomics Manager	14C86

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

Resolution No.:	HRM Control No. 26-001)
Adopt a Resolution to:	)
a. Amend the FY 2025-26 Office of County Counsel Adopted Budget (Fund 001, Department 1210, Unit 8407) to reclassify one (1) 1.0 FTE Management Analyst I to one (1) Ergonomics Manager as indicated in Attachment A, effective January 10, 2026;	)
b. Direct the County Administrative Office and the Auditor-Controller to incorporate the approved position changes in the FY 2025-26 Adopted Budget and the Human Resources Department to implement the changes in the Advantage Human Resources Management (HRM) system.	)

WHEREAS, the Human Resources Department conducted a classification study of an incumbent in the Management Analyst I classification in the Office of County Counsel; and

WHEREAS, the study found that the Management Analyst I classification does not accurately reflect the duties and responsibilities that the incumbent is performing and that the appropriate classification is the Ergonomics Manager classification; and

WHEREAS, it is recommended that one (1) Management Analyst I incumbent be reclassified to one (1) Ergonomics Manager;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors in and for the County of Monterey as follows:

1. The Office of County Counsel Budget Unit 8407-Fund 001-Appropriation Unit COU001 is amended to approve the reclassification of one (1) Management Analyst I to one (1) Ergonomics Manager as indicated below:

FROM…

Title	**Class Code**
Management Analyst I	14G02

TO…

Title	**Class Code**
Ergonomics Manager	14C86

2. The County Administrative Office and the Auditor-Controller are directed to incorporate the approved position changes in the FY 2025-26 Adopted Budget and 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 _____, 2026, by the following vote, to-wit:

AYES:
NOES:
ABSENT:

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

Dated:

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

By _____
, Deputy

Introduced: 12/15/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Prunedale Senior Center for costs associated with recent facility improvements and senior service programming that support the health and quality of life of local residents.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Prunedale Senior Center for costs associated with recent facility improvements and senior service programming that support the health and quality of life of local residents.

SUMMARY/DISCUSSION:
The Prunedale Senior Center provides essential services, social activities, meals, and resource support for older adults and residents in North Monterey County. The Center recently incurred expenses related to facility upgrades that enhance comfort, accessibility, and energy efficiency, as well as senior programming that promotes mobility, engagement, and social connection.

These expenditures will strengthen a key community resource relied upon by seniors who benefit from a safe, welcoming, and functional facility combined with enriching activities that reduce isolation and support overall community well-being.

PUBLIC PURPOSE FINDINGS:
In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:
There is no impact to the General Fund. Funds will be allocated from the Second District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports community well-being by recognizing and honoring veterans, fostering civic pride, and strengthening the social fabric of the County.

_X_ Well-Being and Quality of Life

____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments:
1: Invoice

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Prunedale Senior Center for costs associated with recent facility improvements and senior service programming that support the health and quality of life of local residents.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the Prunedale Senior Center for costs associated with recent facility improvements and senior service programming that support the health and quality of life of local residents.

SUMMARY/DISCUSSION:
The Prunedale Senior Center provides essential services, social activities, meals, and resource support for older adults and residents in North Monterey County. The Center recently incurred expenses related to facility upgrades that enhance comfort, accessibility, and energy efficiency, as well as senior programming that promotes mobility, engagement, and social connection.

These expenditures will strengthen a key community resource relied upon by seniors who benefit from a safe, welcoming, and functional facility combined with enriching activities that reduce isolation and support overall community well-being.

PUBLIC PURPOSE FINDINGS:
In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:
There is no impact to the General Fund. Funds will be allocated from the Second District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports community well-being by recognizing and honoring veterans, fostering civic pride, and strengthening the social fabric of the County.

_X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future

____ Safe and Resilient Communities
____ Diverse and Thriving Economy
____ Dynamic Organization and Employer of Choice

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments:
1: Invoice

Prunedale Senior Center
8300 A Prunedale North Rd.
Prunedale, CA 93907

To: County of Monterey
168 W. Alisal 3rd Floor
Salinas, CA 93901

Invoice: County of Monterey District 2 Supervisor
Invoice Date: December 2025

Category	Detail	Contribution Amount
2025-2026 Senior Comfort and Recreation	New Energy Efficient Front Door and Installation	$4,500
	42 New Comfortable Chairs	$3,300
	1 New floor space Heater	$200
	2 Senior Trips with paid transportation	$2,000
TOTAL		**$10,000**

Introduced: 12/15/2025

Current Status: General Government - Consent

Version: 1

Matter Type: General Agenda Item

Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the First Mayor's House of Salinas City for essential operating costs previously funded by the City of Salinas. This support will allow the organization to remain open to the public and continue providing educational, cultural, and historical programming that preserves and showcases the community's heritage.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the First Mayor's House of Salinas City for essential operating costs previously funded by the City of Salinas. This support will allow the organization to remain open to the public and continue providing educational, cultural, and historical programming that preserves and showcases the community's heritage.

SUMMARY/DISCUSSION:
The First Mayor's House of Salinas City, also known as the Harvey-Baker House, is the oldest building in Salinas and serves as a history, art, and cultural center. The organization provides interactive educational programs for students, community exhibits, docent-led tours, and cultural events that deepen public understanding of local history.

Due to a lapse in City of Salinas funding, the First Mayor's House requires temporary operating support to continue covering essential costs including insurance, utilities, security, and partial accounting services. These operational expenses are necessary for the organization to remain open, safe, and accessible for public use.

More than 1,000 elementary school students participate annually in hands-on field trips that teach 1870s-era life and westward expansion. The site also collaborates with local institutions, including CSU Monterey Bay, the Monterey County Office of Education, and community organizations, and relies on a dedicated team of volunteers to support its programs. Funding from the Second District will help preserve this important community resource and ensure continuity of educational and cultural services to residents and students throughout the County.

PUBLIC PURPOSE FINDINGS:
In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution.

Any benefit to an individual is incidental to the significant public purpose identified in the description above.

FINANCING:
There is no impact to the General Fund. Funds will be allocated from the Second District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports community well-being by promoting cultural preservation, educational enrichment, and public engagement in local history.

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

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments:
1: Invoice

Introduced: 12/15/2025
Version: 1

Current Status: Agenda Ready
Matter Type: General Agenda Item

Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the First Mayor's House of Salinas City for essential operating costs previously funded by the City of Salinas. This support will allow the organization to remain open to the public and continue providing educational, cultural, and historical programming that preserves and showcases the community's heritage.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
Approve the expenditure of $10,000 from the Board of Supervisors (District 2) discretionary funds to reimburse the First Mayor's House of Salinas City for essential operating costs previously funded by the City of Salinas. This support will allow the organization to remain open to the public and continue providing educational, cultural, and historical programming that preserves and showcases the community's heritage.

SUMMARY/DISCUSSION:
The First Mayor's House of Salinas City, also known as the Harvey-Baker House, is the oldest building in Salinas and serves as a history, art, and cultural center. The organization provides interactive educational programs for students, community exhibits, docent-led tours, and cultural events that deepen public understanding of local history.

Due to a lapse in City of Salinas funding, the First Mayor's House requires temporary operating support to continue covering essential costs including insurance, utilities, security, and partial accounting services. These operational expenses are necessary for the organization to remain open, safe, and accessible for public use.

More than 1,000 elementary school students participate annually in hands-on field trips that teach 1870s-era life and westward expansion. The site also collaborates with local institutions, including CSU Monterey Bay, the Monterey County Office of Education, and community organizations, and relies on a dedicated team of volunteers to support its programs. Funding from the Second District will help preserve this important community resource and ensure continuity of educational and cultural services to residents and students throughout the County.

PUBLIC PURPOSE FINDINGS:
In approving this expenditure, the Board of Supervisors finds that the expenditure is for a public purpose and the transaction is not prohibited by Article XVI, Section 6 of the California Constitution. Any benefit to an individual is incidental to the significant public purpose identified in the description

above.

FINANCING:
There is no impact to the General Fund. Funds will be allocated from the Second District's discretionary budget.

BOARD OF SUPERVISORS STRATEGIC PLAN GOALS:
This action supports community well-being by promoting cultural preservation, educational enrichment, and public engagement in local history.

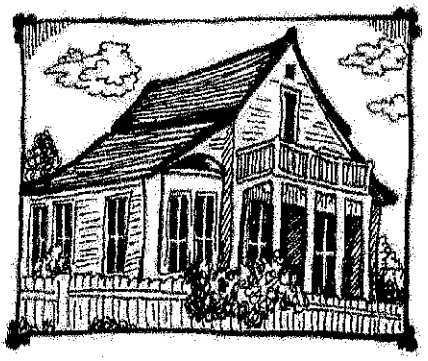
_X__ Well-Being and Quality of Life
____ Sustainable Infrastructure for the Present and Future
____ Safe and Resilient Communities
____ Diverse and Thriving Economy

Prepared and Approved by: Supervisor Glenn Church, District 2

Attachments:
1: Invoice

First Mayor's House
21 Station Place
Salinas, CA 93901
Mailing Address: 820 Park Row #715,
Salinas, CA 93901
December 2025

12/10/2025



Bill to: Supervisor Glen Church Invoice #1

Description

Support for the House to include costs based on budgeted amounts

Insurance cost	$5500
Utilities costs	$3400
Security cost	$1000
Accounting services (partial)	$ 100
Total	**$10,000**

Thank you for your support of the First Mayor's House - our buildings and our programs.

Introduced: 12/1/2025

Current Status: Public Works, Facilities & Parks - Consent

Version: 1

Matter Type: BoS Resolution

a. Adopt a Resolution to amend the County of Monterey Parks Commission Bylaws to add an "At-Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt a Resolution to amend the County of Monterey Parks Commission Bylaws by adding an "At-Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

SUMMARY:
Parks Commissioners requested the County of Monterey Parks Commission Bylaws be amended to add an "At Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

DISCUSSION:
On April 26, 1966, the County of Monterey Board of Supervisors established the Monterey County Parks Commission (Resolution 66-185), and was amended on July 29, 1980 (Resolution 80-430), August 28, 1990 (Resolution 90-497), April 24, 2018 (Resolution 18-048), and June 8, 2021 (Resolution 21-160).

In recent years, the Parks Commission has had to cancel serval meetings due to a lack of quorum. With six current members, the Commission requires four members to convene. Increasing the membership from six to seven will maintain the quorum requirement at four while reducing the likelihood of meeting cancellations.

During the August 7, 2025 Parks Commission (Commission) meeting, Commissioners requested the addition of an "At Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations to the Commission. At the October 2, 2025 Commission meeting, Commissioners supported staff's recommendation to amend the Commission Bylaws to add an "At Large" member.

The proposed amendment to the Commission Bylaws revises Section 2, Membership, to add a new subsection, establishing b) One "At Large" member who must be a resident within the County of

Monterey and has relevant experience in parks, open space and recreation management and/or operations. The existing subsection (b) is re-lettered (c).

Staff requests the Board of Supervisors adopt a Resolution to amend the County of Monterey Parks Commission Bylaws to incorporate this additional At-Large member.

OTHER AGENCY INVOLVEMENT:
Parks Commission approved staff's recommendation. Office of County Counsel reviewed the Resolution draft and approved as to form.

FINANCING:
Public Works, Facilities and Parks (PWFP) provides staff support to the Commission, and staff time for preparing this report is included in the FY 2025-26 Adopted Budget. Adding one At-Large Commissioner may result in a nominal increase in reimbursable expenses (e.g., travel to and from Commission meetings), which will be absorbed within the existing Commission budget. No additional appropriations are required.

BOARD OF SUPERVISTORS STRATEGIC PLAN GOALS
Adding an "At-Large" member who has relevant experience in parks, open space and recreation management and/or operations will assist Parks in creating a sustainable park infrastructure and continue to improve the well-being and quality of life of County constituents.

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

Prepared by: Dona Luna, Management Analyst III, (831) 755-5455
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Lindsay Lerable, Assistant Director of PWFP

Attachments:
Attachment A - Proposed Board Parks Commission Bylaws-redlined copy
Attachment B - Proposed Board Parks Commission Bylaws-clean copy

Introduced: 12/1/2025
Version: 1

Current Status: Agenda Ready
Matter Type: BoS Resolution

a. Adopt a Resolution to amend the County of Monterey Parks Commission Bylaws to add an "At-Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

RECOMMENDATION:
It is recommended that the Board of Supervisors:
a. Adopt a Resolution to amend the County of Monterey Parks Commission Bylaws by adding an "At-Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

SUMMARY:
Parks Commissioners requested the County of Monterey Parks Commission Bylaws be amended to add an "At Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations.

DISCUSSION:
On April 26, 1966, the County of Monterey Board of Supervisors established the Monterey County Parks Commission (Resolution 66-185), and was amended on July 29, 1980 (Resolution 80-430), August 28, 1990 (Resolution 90-497), April 24, 2018 (Resolution 18-048), and June 8, 2021 (Resolution 21-160).

In recent years, the Parks Commission has had to cancel serval meetings due to a lack of quorum. With six current members, the Commission requires four members to convene. Increasing the membership from six to seven will maintain the quorum requirement at four while reducing the likelihood of meeting cancellations.

During the August 7, 2025 Parks Commission (Commission) meeting, Commissioners requested the addition of an "At Large" member who resides within the County of Monterey and has relevant experience in parks, open space and recreation management and/or operations to the Commission. At the October 2, 2025 Commission meeting, Commissioners supported staff's recommendation to amend the Commission Bylaws to add an "At Large" member.

The proposed amendment to the Commission Bylaws revises Section 2, Membership, to add a new subsection, establishing b) One "At Large" member who must be a resident within the County of Monterey and has relevant experience in parks, open space and recreation management and/or

operations. The existing subsection (b) is re-lettered (c).

Staff requests the Board of Supervisors adopt a Resolution to amend the County of Monterey Parks Commission Bylaws to incorporate this additional At-Large member.

OTHER AGENCY INVOLVEMENT:
Parks Commission approved staff's recommendation. Office of County Counsel reviewed the Resolution draft and approved as to form.

FINANCING:
Public Works, Facilities and Parks (PWFP) provides staff support to the Commission, and staff time for preparing this report is included in the FY 2025-26 Adopted Budget. Adding one At-Large Commissioner may result in a nominal increase in reimbursable expenses (e.g., travel to and from Commission meetings), which will be absorbed within the existing Commission budget. No additional appropriations are required.

BOARD OF SUPERVISTORS STRATEGIC PLAN GOALS
Adding an "At-Large" member who has relevant experience in parks, open space and recreation management and/or operations will assist Parks in creating a sustainable park infrastructure and continue to improve the well-being and quality of life of County constituents.

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

Prepared by: Dona Luna, Management Analyst III, (831) 755-5455
Reviewed by: Bryan Flores, Chief of Parks
Approved by: Lindsay Lerable, Assistant Director of PWFP

Attachments:
Attachment A - Proposed Board Parks Commission Bylaws-redlined copy
Attachment B - Proposed Board Parks Commission Bylaws-clean copy

MONTEREY COUNTY PARKS COMMISSION BYLAWS

SECTION I: CREATION OF COMMISSION.

On April 26, 1966, The Board of Supervisors adopted Resolution No. 66-185 to establish a Parks Commission and set the rules and regulations for the operation of said Commission through Resolution No. 66-185.

On July 29, 1980, the Board of Supervisors adopted Resolution No. 80-430 which reestablished the rules and regulations for the Parks Commission.

The current and operative rules and regulations for the Parks Commission, hereinafter known as the *Monterey County Parks Commission Bylaws*, are contained in this Resolution

SECTION II: MEMBERSHIP.

The Commission shall consist of:

Five (5) members, residents of the County of Monterey, with each Supervisor nominating one (1) member for appointment by the Board of Supervisors.

a) Five residents of Monterey County, with one member appointed from each supervisorial district; and

b) One "At Large" member who must reside within the County of Monterey and have relevant experience in parks, open space and recreation management and/or operations; and

c) One (1) member of the Monterey County Board of Supervisors.

SECTION III: TERM OF OFFICE.

The terms of the Commissioners shall be four (4) years, commencing on January 31st of the first year of the appointing Supervisor's term. Commissioners appointed to fill mid-term vacancies shall serve the remainder of that term.

For existing terms that commenced prior to the adoption of these revised Bylaws, such terms shall expire on the previously established date. To create new terms that run concurrent with the Supervisor's term of office, appointments made after the adoption of these Bylaws shall expire on the subsequent January 31st of the first year of the appointing Supervisor's term, regardless of their length of term, after which appointments shall be four (4) years in accordance with this section.

SECTION IV: VACANCIES.

Any vacancy shall be filled in the same manner as the original appointment.

A vacancy shall exist, and shall be reported to the Clerk of the Board of Supervisors when:

a) A member fails to attend three (3) consecutive meetings of the Commission without good cause and proper notice, which is deemed a resignation.

b) A formal letter of resignation is submitted to the Commission Chair and/or appointing Supervisor; or

c) A Commission member no longer resides in Monterey County or otherwise does not meet the qualifications for appointment.

SECTION V: OFFICERS AND OFFICER DUTIES.

The Commission shall appoint a Chair and Vice Chair during the Commission's first meeting of each calendar year. The officers will be appointed on a rotating basis following the numerical order of the Supervisorial districts. The Supervisor serving on the Commission is excluded from the officer rotation.

The Chair will preside at all Commission meetings and have sole signature authority of the Commission. The Commission Chair also designates Commission members to serve on subcommittees. The Vice Chair will assume the duties of the Chair in the absence of the Chair or when the Chair designates the Vice Chair to act in his/her place. In the absence of both the Chair and Vice Chair, the remaining members of the Commission shall appoint one of their members to act temporarily as Chair.

SECTION VI: DUTIES AND RESPONSIBILITIES OF THE COMMISSION.

The Commission shall:

a) Act in an advisory capacity to the Board of Supervisors in promoting, aiding, encouraging, and conducting a public parks program, including the development of recreational parks facilities and participation in the County Parks Volunteer Program.

b) Act in an advisory capacity to the Board of Supervisors and to the designated Department Director in planning, maintenance, development, and operation of all recreation areas and facilities owned, controlled, or leased by the County of Monterey.

c) Formulate and recommend to the Board of Supervisors general policies related to the purpose of the Commission.

d) Advise the Board of Supervisors and designated Department Director on the preservation of the cultural and natural resources of the County and how best to promote and foster an awareness of this heritage.

e) Review annually and make recommendations to the Board of Supervisors regarding the Parks annual budget, suggesting ways to increase revenues and minimize expenditures.

f) Recommend long-term capital outlay(s) to both maintain current facilities and to provide for an orderly, planned development of new facilities.

g) Study and make recommendations on the acquisition and development or preservation of park areas and facilities, such as new or expanded County regional parks, concessions, and other recreation centers or revenue-generating venues.

h) Interpret the function and operation of park services to public officials and the general public to the end that Parks services receive adequate financial support from public and private sources.

i) Consider ways to facilitate the operation of a County regional park system in conjunction with other public and private agencies and to collaborate on establishing joint region-wide funding mechanisms.

SECTION VII: SUBCOMMITTEES

A subcommittee shall mean any subsidiary study group appointed by the Commission to give assistance for longer than six months. Subcommittee members need not be Commission members, except that the Commission Chair shall designate a Commission member to serve on said subcommittee.

SECTION VIII: MEETINGS.

All Commission business shall be conducted at public meetings at a regularly established time and place as selected by a majority of the Commissioners. Before its last meeting each calendar year, the Commission shall select the times and place to meet for at least four times for the next calendar year. The adopted schedule of meetings for the calendar year shall be provided to the Clerk of the Board by staff.

Special public meetings may be held at such times and places as the Commission Chair and the Board of Supervisors may direct.

All Commission meetings shall be conducted according to the latest edition of Robert's Rules of Order.

Any subcommittee meetings comprised of less than a quorum of the members of the Commission and which are not standing subcommittees of the Commission, shall meet at a time and place convenient for the subcommittee members and may be open to the public. Proceedings of any subcommittee meetings shall be presented to the Commission in written form at the Commission's regular meeting.

SECTION IX: NOTICE OF MEETINGS.

a) The Parks Commission is subject to the Brown Act.

b) At least seventy-two (72) hours prior to each regular meeting and twenty-four (24) hours prior to a special meeting, an agenda for the meeting shall be electronically sent to each Commissioner.

c) No action or discussion shall be undertaken on any item not appearing on the posted agenda, except that Commissioners may briefly respond to statements or questions posed by persons exercising their public testimony rights or to ask a question for clarification, refer the matter to staff or to other resources for factual information, or request staff to report back at a subsequent meeting concerning any matter.

d) All subcommittees shall comply with the notice and agenda requirements otherwise applicable to the Commission, except for ad hoc committees which are exempt from the Brown Act.

SECTION X: MINUTES.

Regular and Special Meetings of the Commission may be audio-recorded. Such recordings shall be a public record and made available for inspection for at least thirty calendar days after the subsequent Commission meeting when minutes are approved.

Official minutes indicating attendance and recording the motions entertained and actions taken shall be taken at each meeting of the Commission by staff and shall be maintained and submitted to each Commission member and to each member of the Board of Supervisors through its Clerk, prior to subsequent meetings for review, approval, and necessary corrections.

Revised minutes shall also be duly reviewed and approved at a subsequent meeting and forwarded to each Commission member by its Clerk in the prescribed manner.

SECTION XI: QUORUM.

A quorum shall be a majority of the total currently appointed Commissioners. Commission action may be taken by a majority of those present. If a quorum is not present within fifteen (15) minutes of the scheduled meeting time for any regular or special meeting, then such meeting shall be adjourned for lack of a quorum. A notice indicating such an adjournment shall accompany the agenda for the Commission’s next meeting.

SECTION XII: CONFLICTS OF INTEREST.

No Commissioner shall participate in any matter before the Commission in which he or she may have a direct or indirect economic interest which may be affected as a result of action taken by the Commission.

Per County requirements regarding conflicts of interest and to increase government transparency, each Commissioner shall file annually a Form 700 Statement of Economic Interest with the Clerk of the Board of Supervisors.

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Public participation in Commission meetings shall be allowed as follows:

a) An opportunity for members of the public to directly address the Commission on any item on the agenda shall be provided before or during the Commission's consideration of the item.

b) In addition, the agenda will provide for oral communication, near the beginning of each regular meeting, on items not on the agenda but which are within the subject matter jurisdiction of the Commission.

c) The Chair may establish reasonable limits on the amount of time allotted to each speaker on a particular item, and the Chair may establish reasonable limits on the total amount of time allotted for public testimony on a particular item or the total amount of time allotted for community oral communications. Unless otherwise determined by the Chair, the time limit will be three (3) minutes. When further discussion is required, the Chair may allot time on the agenda of the following meeting.

SECTION XIV: ANNUAL REPORT.

The Commission shall submit a concise annual report to the Clerk of the Board of Supervisors by July 30th of each year. The report shall contain the duties of the Commission, a list of individual Commissioners, and a summary of the Commission's activities and projects for the preceding year.

SECTION XV: COUNTY STAFF SUPPORT.

The Board of Supervisors shall provide that the Commission be assisted by the designated Department Director who may designate a member of his or her staff to be his or her representative to the Commission.

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No Commissioner will speak on behalf of the Commission unless expressly authorized to do so by a vote of the Commission.

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No Commissioner will speak on behalf of the Commission unless expressly authorized to do so by a vote of the Commission.

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

Resolution No.:
Adopt a Resolution to:)
Adopt revised Rules and Regulations of the)
Monterey County Parks Commission, hereafter)
Known as the Monterey County Parks)
Commission Bylaws)

WHEREAS, on April 26, 1966, the Board of Supervisors adopted Resolution No. 66-185 to establish a Parks Commission and set the rules and regulations for the operations of said Commission;

WHEREAS, on July 29, 1980, the Board of Supervisors adopted Resolution No. 80-430 which reestablished the rules and regulations for the Parks Commission;

WHEREAS, on August 28, 1990, the Board of Supervisors adopted Resolution No. 90-497 amending Section 4 of Resolution 80-430 to set the term of office for Parks Commission members at four years;

WHEREAS, on April 24, 2018, the Board of Supervisors adopted Resolution 18-048 amending Section 2 of Resolution 90-047 to establish an ad hoc committee to work with Resource Management Agency during transition of the Parks Department; appoint District 5 Supervisor to Commission and clarify originating history, rules and regulations; rescind the rules and regulations established in Resolution 66-185 and 80-430.

WHEREAS, on June 8, 2021, the Board of Supervisors adopted Resolution 21-160 to revise the rules and regulations of the Monterey County Parks Commission;

WHEREAS, the Board of Supervisors wishes to increase the Parks Commission membership from six to seven members by adding an “at large” member.

WHEREAS, the Monterey County Parks Commission Bylaws will become effective immediately upon adoption by the Board of Supervisors.

NOW, THEREFORE, BE IT RESOLVED, THAT the Monterey County Board of Supervisors hereby rescinds the rules and regulations established in Resolutions No. 66-185, No. 80-430, 18-048, and 21-160 and adopts the rules and regulations for the Monterey County Parks Commission, hereafter known as the *Monterey County Parks Commission Bylaws*, as set forth in Attachment A.

PASSED AND ADOPTED upon motion of Supervisor _____, seconded by Supervisor _____ and carried this _____ day of _____, by the following vote, to wit:

AYES:

NOES:

ABSENT:

I, _____, 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:
File ID: Res
Agenda Item No.:

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

By _____
Deputy

Lease Agreement

xerox™

Customer: COUNTY OF MONTEREY

BillTo: COUNTY OF MONTEREY
ELECTIONS DEPT
ACCOUNTS PAYABLE
1441 SCHILLING PL
SALINAS, CA 93901-4527

Install: COUNTY OF MONTEREY
ELECTIONS DEPARTMENT
NORTH BLDG
1441 SCHILLING PL
SALINAS, CA 93901-4527

State or Local Government Negotiated Contract : 072855200

Solution

Item	Product Description	Agreement Information	Requested Effective Date
1.	**C8170H2 (SOT - XEROX C8170H2)** S/N EFQ497245 - 1 Line Fax - High Capacity Feeder - Office Finisher - 2/3 Hole Punch	Lease Term: 36 months Purchase Option: FMV This agreement modifies the current Xerox Agreement 950170456 for C8170H2 S/N EFQ497245 as of payment 30.	11/1/2025

Monthly Pricing

Item	Lease Minimum Payment	Print Charges Meter	Volume Band	Per Print Rate	Maintenance Plan Features
1. C8170H2	$154.16	1: Black and White Impressions	All Prints	$0.0051	- Consumable Supplies Included for all prints - Pricing Fixed for Term
		2: Color Impressions	All Prints	$0.0506	
Total	$154.16	Minimum Payments (Excluding Applicable Taxes)			

This lease agreement includes the attached Exhibit A.

Authorized Signature

Customer acknowledges receipt of the terms of this agreement which consists of 2 pages including this face page.

Signer: _____ Phone: (831)796-1491

Signature: _____ Date: _____

Thank You for your business!
This Agreement is proudly presented by Xerox and

Julie Sanderson
(510)606-0669

For information on your Xerox Account, go to
www.xerox.com/AccountManagement

Confidential - Copyright© 2008 XEROX CORPORATION. All rights reserved.

1 4 0 4 2 5 9 0 1 0 0 1 0 0 2 0

Lease Agreement

Terms and Conditions

INTRODUCTION:

1. NEGOTIATED CONTRACT. The Products are subject solely to the terms in the Negotiated Contract identified on the face of this Agreement, and, for any option you have selected that is not addressed in the Negotiated Contract, the then-current standard Xerox terms for such option.

2. MODIFICATION OF PRIOR AGREEMENT. This Agreement modifies a prior agreement between you and Xerox for the Products identified as "Modifies Prior Agreement". The prior agreement will remain in effect except that any terms in this Agreement that conflict with or are additive to the prior agreement will control. You may be charged a one-time administrative/processing fee, which will be financed under this Agreement, for the modification of a prior agreement.

GOVERNMENT TERMS:

3. REPRESENTATIONS & WARRANTIES. This provision is applicable to governmental entities only. You represent and warrant, as of the date of this Agreement, that: (1) you are a State or a fully constituted political subdivision or agency of the State in which you are located and are authorized to enter into, and carry out, your obligations under this Agreement and any other documents required to be delivered in connection with this Agreement (collectively, the "Documents"); (2) the Documents have been duly authorized, executed and delivered by you in accordance with all applicable laws, rules, ordinances and regulations (including all applicable laws governing open meetings, public bidding and appropriations required in connection with this Agreement and the acquisition of the Products) and are valid, legal, binding agreements, enforceable in accordance with their terms; (3) the person(s) signing the Documents have the authority to do so, are acting with the full authorization of your governing body and hold the offices indicated below their signatures, each of which are genuine; (4) the Products are essential to the immediate performance of a governmental or proprietary function by you within the scope of your authority and will be used during the Term only by you and only to perform such function; and (5) your payment obligations under this Agreement constitute a current expense and not a debt under applicable state law and no provision of this Agreement constitutes a pledge of your tax or general revenues, and any provision that is so construed by a court of competent jurisdiction is void from the inception of this Agreement.

4. FUNDING. This provision is applicable to governmental entities only. You represent and warrant that all payments due and to become due during your current fiscal year are within the fiscal budget of such year and are included within an unrestricted and unencumbered appropriation currently available for the purchase/maintenance of the Products, and it is your intent to use the Products for the entire term and to make all payments required under this Agreement. If (1) through no action initiated by you, your legislative body does not appropriate funds for the continuation of this Agreement for any fiscal year after the first fiscal year and has no funds to do so from other sources, and (2) you have made a reasonable but unsuccessful effort to find a creditworthy assignee acceptable to Xerox in its sole discretion within your general organization who can continue this Agreement, this Agreement may be terminated. To effect this termination, you must, at least 30 days prior to the beginning of the fiscal year for which your legislative body does not appropriate funds, notify Xerox in writing that your legislative body failed to appropriate funds and that you have made the required effort to find an assignee. Your notice must be accompanied by payment of all sums then owed through the current year under this Agreement. You will return the Equipment, at your expense, to a location designated by Xerox and, when returned, the Equipment will be in good condition and free of all liens and encumbrances. You will then be released from any further payment obligations beyond those payments due for the current fiscal year (with Xerox retaining all sums paid to date).

SOLUTION/SERVICES:

5. OVERSIZE PRINTS. Each print made on the following Equipment; C8170H2, that is larger than 145 square inches (e.g., 11 x 17 = 187 square inches), but less than or equal to 491 mm in length, will register as two (2) prints on the applicable (B&W/color) meter, and, for that Equipment with extra-long print capability, for any impressions greater than 491 mm will register up to four (4) prints on the applicable (B&W/color) meter.

PRICING PLAN/OFFERING SELECTED:

6. FIXED PRICING. If "Pricing Fixed for Term" is identified in Maintenance Plan Features, the maintenance component of the Minimum Payment and Print Charges will not increase during the initial Term of this Agreement.

GENERAL TERMS & CONDITIONS:

7. REMOTE SERVICES. Certain models of Equipment are supported and serviced using product information that is automatically collected by Xerox or transmitted to or from Xerox by the Equipment connected to your network ("Remote Product Info") via electronic transmission to a secure off-site location ("Remote Transmission"). Remote Transmission also enables Xerox to transmit Releases of Software to you and to remotely diagnose and modify Equipment to repair and correct malfunctions. Examples of Remote Product Info include product registration, meter read, supply level, Equipment configuration and settings, software version, and problem/fault code information. Remote Product Info may be used by Xerox for billing, report generation, supplies replenishment, support services, recommending additional products and services, and product improvement/development purposes. Remote Product Info will be transmitted to and from you in a secure manner mutually agreeable to the parties. Remote Transmission will not allow Xerox to read, view or download the content of any of your documents or other information residing on or passing through the Equipment or your information management systems. You grant the right to Xerox, without charge, to conduct Remote Transmission for the purposes described above. Upon Xerox's request, you will (a) provide contact information for Equipment such as name and address of your contact and IP and physical addresses/locations of Equipment and (b) ensure that any Maintenance Release or Update released by Xerox to provide security patches, releases and/or certificates for the Remote Transmission and/or Software is promptly enabled by Customer upon notification by Xerox or by the Equipment or when otherwise made available on xerox.com. You will enable Remote Transmission via a method mutually agreeable to both parties, and you will provide reasonable assistance to allow Xerox to provide Remote Transmission. Unless Xerox deems Equipment incapable of Remote Transmission, you will ensure that Remote Transmission is maintained at all times Maintenance Services are being performed. If you are unable to maintain Remote Transmission, or if Xerox disables Remote Transmission from any Equipment at your request, or if you disable Remote Transmission from any Equipment, Xerox reserves the right to charge you a per device fee for such affected Equipment due to the increased service visits that will be required in order to (x) obtain such information, (y) provide such transmissions, and (z) provide such Maintenance Services and Consumable Supplies that otherwise would have been provided remotely and/or proactively.

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Docusign Envelope ID: 6D3AA104-CF62-43FB-8C29-D55833550EBC

EXHIBIT-A

To Agreement by and between
Monterey County Elections, hereinafter referred to as "County"
AND
Xerox Corporation, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Provide maintenance, supplies and replacement, as needed, for a multi-function Xerox C8170H2 copier with high-capacity feeder, 1 line fax, office finisher, 2/3 hole punch, customer ED and analyst services on a thirty six month service term.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

County shall pay an amount not to exceed $10,000 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:

Black & white impressions $0.0051
Color impressions $0.0506
Base Lease Rate $154.16

CONTRACTOR shall abide pricing based on Exhibit C, Cooperative Agreement with Region 4 Education Service Center in partnership with OMNIA Partners Contract #R241205. The Elections Department is utilizing the membership established by the Department of Social Services with OMNIA Partners approved by the Board of Supervisors on June 25, 2024

There shall be no travel reimbursement allowed during this Agreement.

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CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

B.3 RIGHT TO CANCEL AGREEMENT

CONTRACTOR agrees that if funds are not appropriated each fiscal year to the agency for the purpose of making payments, the agency shall be authorized, upon thirty (30) days written notice to the Contractor, to terminate this agreement. The termination shall be without any other obligation or liability of any cancellation or termination charges, which may be fixed by the contract.

C. ORDER OF PRECEDENCE

C.1 This Agreement is subject to the terms and conditions of OMNIA Partners Contract #R241205 (“OMNIA Contract”) which is incorporated to this Agreement by its sole reference. In the event of any conflict between this contract and its exhibits, the order of precedence shall be this Contract followed by OMNIA Contract.

Docusign Envelope ID: 6D3AA104-CF62-43FB-8C29-D55833550EBC

IN WITNESS WHEREOF, the undersigned hereby execute this Lease Agreement on behalf of the parties as of the date first above written.

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: DocuSigned by: Anne Brenton A46091E5DE63489... (DocuSigned)

County Counsel

Date: 12/3/2025 | 3:37 PM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EE64E57454E6... (DocuSigned)

Auditor/Controller

Date: 12/4/2025 | 8:23 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

XEROX CORPORATION

_____

Contractor/Business Name *

By: Chaley H (Docusigned)

(Signature of Chair, President, or Vice-President)

Chaley Henderson, Finance Director

Name and Title

Date: 12/02/2025

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

_____

Name and Title

Date: _____

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AMENDMENT #1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY & One Transcription Services, LLC

THIS AMENDMENT is made to the AGREEMENT for transcription services by and between **One Transcription Services, LLC** hereinafter "CONTRACTOR", and the County of Monterey, a political subdivision of the State of California, hereinafter referred to as "County".

WHEREAS, the County and CONTRACTOR wish to amend the AGREEMENT to add additional services and to increase the total amount of the AGREEMENT due to the addition of services.

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

1. Section 2., "PAYMENTS BY THE COUNTY" shall be amended by removing, "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed the sum of **$30,000.00***." and **replacing it with** "*The total amount payable by County to CONTRACTOR under this AGREEMENT shall not exceed **$130,000.00**."* This amendment reflects an **increase of $100,000.00** to the original AGREEMENT amount.

2. Paragraph 3, "TERM OF AGREEMENT", shall be amended by removing "*The term of this AGREEMENT is from **June 1, 2023 to June 30, 2025**, unless sooner terminated pursuant to the terms of this AGREEMENT*.", and **replacing it with** "*The term of this AGREEMENT is from **June 1, 2023 to June 30, 2027**, unless sooner terminated pursuant to the terms of this AGREEMENT*." This amendment **extends the term of the AGREEMENT by two years**.

3. Except as provided herein, all remaining terms, conditions and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT and shall continue in full force and effect as set forth in the AGREEMENT.

4. A copy of this AMENDMENT shall be attached to the original AGREEMENT executed by the County on June 12, 2023.

This space left blank intentionally

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IN WITNESS WHEREOF, the parties have executed this AMENDMENT on the day and year written below.

MONTEREY COUNTY

Contracts/Purchasing Officer

Dated:

Approved as to Fiscal Provisions:

Deputy Auditor/Controller

Dated:

Approved as to Liability Provisions:

Risk Management

Dated:

Approved as to Form:

Deputy County Counsel

Dated:

CONTRACTOR

Signed by:
By: Jennifer Rahn
977B8EB821CB4D5...
Signature of Chair, President, or Vice-President

Jennifer Rahn Director of Operations
Printed Name and Title

Dated: 10/27/2025 | 12:51 PM PDT

DocuSigned by:
By: Travis Marr
7D887E7A17854F5...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer)*

Travis Marr Corporate Counsel
Printed Name and Title

Dated: 10/28/2025 | 7:18 AM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

10/6/2025

DATE (MM/DD/YYYY) 9/3/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC DBA Lockton Insurance Brokers, LLC in CA CA license #0F15767 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1493633 ONE TRANSCRIPTION SERVICES LLC 10802 FARNAM DRIVE, SUITE 101 OMAHA NE 68154	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** CFC Underwriting Limited **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 19561143 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY [X] CLAIMS-MADE [ ] OCCUR [X] DED: $1,000 GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	MSN0840091980	10/6/2024	10/6/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG .	$ 1,000,000 $ XXXXXXX $ 5,000 $ 1,000,000 $ 3,000,000 $ 1,000,000 $
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	MSN0840091980	10/6/2024	10/6/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE 	$ XXXXXXX $ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	PROFESSIONAL LIABILITY	N	N	MSN0840091980	10/6/2024	10/6/2025	$1,000,000/$3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19561143
Monterey County District Attorney's Office
142 W. Alisal St
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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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:

One Transcription Services,

(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1.0 GENERAL DESCRIPTION:

The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services are generally described as follows:

Provide: Transcription Services in multiple languages

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: $ 30,000.00

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from 1 June 2023 **to** 30 June 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: Insurance Certifications

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

~~CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.~~

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

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9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Requestor must check the appropriate Automobile Insurance Threshold:
Requestor must check the appropriate box.

☑ **Agreement Under $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $500,000 per occurrence.

☐ **Agreement Over $100,000 Business Automobile Liability Insurance**: covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail

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coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

(Note: any proposed modifications to these insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

9.04 Other Requirements:

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, **and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.** The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of

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this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.1 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.2 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.3 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.4 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

11.0 NON-DISCRIMINATION:

11.1 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and

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treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.

13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

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15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Bruce Suckow, Finance Manager	Jennifer Rahn, Director of Operations
Name and Title	Name and Title
142 W. Alisal Street, Ste A Salinas, CA 93901	10802 Farnam Drive, Suite 101, Omaha, NE 68154
Address	Address
831-755-5259	402-359-1874
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **Conflict of Interest:** CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly, or indirectly conflict in any manner or to any degree with the full and complete performance of the services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

16.03 **Waiver:** Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

16.04 **Contractor:** The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.

16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.

16.06 **Assignment and Subcontracting:** The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.

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16.07 **Successors and Assigns:** This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.

16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.

16.11 **Non-exclusive Agreement:** This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

16.12 **Construction of Agreement:** The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

16.13 **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

16.14 **Authority:** Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.

16.15 **Integration:** This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.

16.16 **Interpretation of Conflicting Provisions:** In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

17.0 CONSENT TO USE OF ELECTRONIC SIGNATURES.

17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this

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Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

********** THIS SECTION INTENTIONALLY LEFT BLANK **********

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18.0 SIGNATURE PAGE.

IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra R. Wilson 7B741937AA0D41B...
Contracts/Purchasing Officer

Date: 6/12/2023 | 9:12 AM PDT

DS BS

By: DocuSigned by: Jeannine M Pacioni, District Attorney 9FCC008E5A664BE...
Department Head (if applicable)

Date: 6/8/2023 | 10:37 AM PDT

Approved as to Form
County Counsel
Leslie J. Girard, County Counsel

By: DocuSigned by: 2EF8DC76EE5547F...
Office of the County Counsel

Date: 6/12/2023 | 8:59 AM PDT

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E37434F6...
Auditor/Controller

Date: 6/12/2023 | 9:01 AM PDT

By: _____
Risk Management

Date: _____

CONTRACTOR

One Transcription Services
Contractor/Business Name *

By: DocuSigned by: Jennifer Rahn, Director of Operations 977B8EB821CB4D5...
(Signature of Chair, President, or Vice-President)

Jennifer Rahn, Director of Operations
Director of Operations
Name and Title

Date: 5/10/2023 | 11:11 AM PDT

By: DocuSigned by: Travis Marr, Corporate Council 7D887E7A17834F5...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Travis Marr, Corporate Council
Corporate Counsel
Name and Title

Date: 5/15/2023 | 8:02 AM PDT

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers 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: 3F516D07-C99F-46C1-95A7-579A893B136D

EXHIBIT-A

To Agreement by and between
District Attorney of Monterey County, hereinafter referred to as "County"
AND
One Transcription Services, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

a. CONTRACTOR will provide Spanish and English transcription services.
b. CONTRACTOR will deliver finished transcripts via SSL website and/or FTPES (encrypted file transfer protocol).
c. CONTRACTOR will make every effort to deliver the finished transcripts timely and accurately.
d. CONTRACTOR does not currently have any employees in the state of California.

A.2 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 an injuries to or death of persons, courts 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. Any indemnification obligations shall be strictly limited only to the extent of attributable negligence of the relevant parties. CONTRACTOR shall not be liable whatsoever for any attributable negligence or misconduct on the part of the County, its officers, employees, agents, and subcontractors.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

Docusign Envelope ID: 3F516D07-C99F-46C1-95A7-579A893B136D

a. Upon receipt of a complete and proper invoice, County shall pay $0.27 cents per line for Spanish transcriptions and $0.14 cents per line for any English transcriptions, within 30 days (net 30). A line is equal to 55 key touches. CONTRACTOR will provide an invoice detailing the charges based on the rates detailed herein.

B.2 CONTRACTORS BILLING PROCEDURES

County shall promptly notify CONTRACTOR regarding any quality concerns and/or errors for the CONTRACTOR to rectify on an expedited basis.

County may, in its sole discretion, terminate the contract if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

County shall not pay any invoices for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

12/21/2023

DATE (MM/DD/YYYY) 5/9/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
	INSURER(S) AFFORDING COVERAGE — **NAIC #** **INSURER A :** CFC Underwriting Limited **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**
INSURED 1493633 ONE TRANSCRIPTION SERVICES LLC 11718 NICHOLAS STREET, SUITE 101 OMAHA NE 68154	

COVERAGES **CERTIFICATE NUMBER:** 19561143 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**COMMERCIAL GENERAL LIABILITY** [X] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	N	N	MSL0639584232	12/21/2022	12/21/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ 3,000,000 $ XXXXXXX
A	**AUTOMOBILE LIABILITY** [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	N	N	MSL0639584232	12/21/2022	12/21/2023	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			NOT APPLICABLE			EACH OCCURRENCE AGGREGATE	$ XXXXXXX $ XXXXXXX
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		NOT APPLICABLE			[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ XXXXXXX $ XXXXXXX $ XXXXXXX
A A	PROFESSIONAL LIABILITY CYBER	N	N	MSL0639584232 MSL0639584232.	12/21/2022 12/21/2022	12/21/2023 12/21/2023	$1,000,000/$3,000,000 $250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

19561143
Monterey County District Attorney's Office
142 W. Alisal St
Salinas CA 93901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Agnello

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Monterey County
Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066
www.co.monterey.ca.us

Board Order

A motion was made by Supervisor Mary L. Adams, seconded by Supervisor Chris Lopez to:

Agreement No.: A-16354
a. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to execute an Agreement with One Transcription Services, effective June 1, 2023 through June 20, 2025, in the amount of $30,000;
b. Accept non-standard contract provisions as recommended by the District Attorney;
c. Authorize the Contract/Purchasing Officer or Contracts Purchasing Supervisor and the District Attorney to sign and execute the appropriate documents and verifications when required; and, d. Authorize the Contracts/Purchasing Officer or Contracts Purchasing Supervisor to issue purchase orders on an as-needed basis pursuant this Agreement effective June 1, 2023, through June 30, 2025.

PASSED AND ADOPTED on this 6th day of June 2023, by roll call vote:

AYES: Supervisors Alejo, Church, Lopez, Askew, and Adams
NOES: None
ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting June 6, 2023.

Dated: June 7, 2023
File ID: 23-425
Agenda Item No.: 44

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

Emmanuel H. Santos

Emmanuel H. Santos, Deputy

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

qualtrics.XM

Order Form

Parties:	Qualtrics, LLC 333 W. River Park Dr. Provo, UT 84604 United States ("**Qualtrics**")	County of Monterey, for services at County of Monterey Health Department 1270 Natividad Rd. SALINAS CA 93906 United States ("**Customer**")
Effective Date:	The date signed by the last party to sign.	
Governing Document:	This Order Form is subject to the General Terms and Conditions for Qualtrics Cloud Services executed between Qualtrics and County of Monterey with an effective date of September 1, 2022 (the "**Agreement**"). All capitalized terms used but not defined herein have the meanings given to them in the Agreement. If there is a conflict between the terms of the Agreement and this Order Form, this Order Form will control.	
Attachments:	- Service Level Exhibit - Fees Exhibit - Cloud Service Exhibit	
Services:	As set forth in the exhibits attached hereto	
Term:	As set forth in the exhibits attached hereto	
Payment Terms:	As set forth in the exhibits attached hereto	
Additional Terms:	Notwithstanding anything to the contrary set forth in the Agreement, any right of Customer to terminate without cause is only available without refund and on the condition that all fees set forth herein are paid in full.	

To be completed by Customer			
Regional Data Center:	PDX1 (US West)	Purchase Order Number (if any):	
Email Address for Invoice Submission:	larav@countyofmonterey.gov	Shipping Address:	Attn: County of Monterey | Health Department 1270 Natividad Road SALINAS, CA 93906-3198 United States
Invoicing Instructions (if applicable):		Billing Address for Invoice Submission:	Attn: County of Monterey | Health Department 1270 Natividad Road Salinas, CA 93906-3198 United States

Qualtrics	**County of Monterey, on behalf of Monterey County Health Department**
By (signature):	By (signature):
Name: Mark Creer	Name:
Title: Deputy General Counsel	Title:
Date: November 24, 2025	Date:
	Approved as to Form: By (signature): Stacy Saetta DocuSigned by: C0ECE1B99F444A9... Name: Stacy Saetta

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

qualtrics.XM

Order Form

	Title: Chief Deputy County Counsel
	Date: 12/10/2025 | 9:31 AM PST
	Approved as to Fiscal Provisions: By (signature):
	Name: Auditor/Controller Signers
	Title:
	Date:
Qualtrics Primary Contact:	**Customer Primary Contact:**
Name: Mahonri Pacanos	Name: Vicente Lara
Phone: (385) 203-4506	Phone: (831) 755-4390
Email: mahonrip@qualtrics.com	Email: larav@countyofmonterey.gov

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

qualtrics.XM

Order Form

Service Level Exhibit

Service Levels

1. **Availability**. Qualtrics will use commercially reasonable efforts to ensure that the Cloud Service will be available at all times, excluding when the Cloud Service is unavailable due to (a) required system maintenance as determined by Qualtrics ("**Scheduled Maintenance**"); and (b) causes outside of the reasonable control of Qualtrics that could not have been avoided by its exercise of due care, including any outages caused by: (i) the Internet in general; (ii) a Customer-caused event; or (iii) any Force Majeure Event ("**Availability**").
2. **Scheduled Maintenance.** A minimum of five days' advance notice will be provided by email to Customer for all Scheduled Maintenance exceeding two hours. For Scheduled Maintenance lasting less than two hours, notice will be displayed on the login page.
3. **Downtime.** "**Downtime**" is defined as the Cloud Service having no Availability, expressed in minutes.
4. **Remedies for Downtime.** If Downtime exceeds a certain amount per month, Customer will be entitled, upon written request, to a credit ("**Fee Credit**") based on the formula: Fee Credit = Fee Credit Percentage set forth below * (1/12 current annual Fees paid for Software affected by Downtime). All times listed immediately below are per calendar month.
    1. If Downtime is 30 minutes or less, no Fee Credit Percentage is awarded.
    2. If Downtime is from 31 to 120 minutes, Customer is eligible for a Fee Credit Percentage of 5%.
    3. If Downtime is from 121 to 240 minutes, Customer is eligible for a Fee Credit Percentage of 7.5%.
    4. If Downtime is 241 minutes or greater, Customer is eligible for a Fee Credit Percentage of 10.0%

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Order Form

Fees Exhibit

License Details

Start Date	End Date	Term in Months
01-Sep-2025	31-Aug-2028	36

Cloud Service Details

Period	Services	Price	Estimated Invoice Date	Payment Terms from Invoice	License Configuration
01-Sep-2025 TO 31-Aug-2026	Cloud Professional	$68,250.00 $0.00	Effective Date	Net 45	Q-235046
01-Sep-2026 TO 31-Aug-2027	Cloud Professional	$71,662.50 $0.00	02-Aug-2026	Net 45	Q-235046
01-Sep-2027 TO 31-Aug-2028	Cloud Professional	$75,245.63 $0.00	02-Aug-2027	Net 45	Q-235046
Total		**USD** **$215,158.13**			

Prices shown do not include applicable taxes. Applicable taxes will be presented on the invoice.

Press Release
Notwithstanding anything to the contrary in the Agreement, upon mutual execution of this Order Form Customer grants Qualtrics the right to issue a press release naming Customer as a customer of Qualtrics and identifying the product purchased.

Excess Use
Any use of the Cloud Service that exceeds the Usage Metrics and volumes set forth herein will incur additional fees from the date the excess use began based on Qualtrics' prices as of that date. Customer will execute an Order Form for such excess use promptly upon Qualtrics' request. Qualtrics will invoice Customer for such excess use on or about the end of the then-current annual period, and Customer will pay the invoiced amount in accordance with the applicable payment terms above.

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

Order Form

Cloud Service Exhibit

Cloud Service Renewal (not applicable to pilots or proofs of concept). Qualtrics sends renewal notices to customers at least 60 days before the end of the term. Upon expiration of each term, the Cloud Service may be renewed on mutual written agreement by the parties for a successive one-year term with a price increase of no more than 5% at such renewal.

[Description of Services on following page]

Docusign Envelope ID: EBBAE956-EF80-4AAB-A0DB-6EBDB56ECAB6

Order Form

YEAR 1
Q-235046

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 25,000

YEAR 2
Q-235046

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 25,000

YEAR 3
Q-235046

CLOUD SERVICE

XM for Customer Experience - Frontline Digital Interactions : 25,000

The Cloud Services purchased are subject to the Definitions and Product Terms located at: https://www.qualtrics.com/legal/customers/product-terms

Qualtrics permits Customer to process a limited number of characters (as defined at https://www.qualtrics.com/support/survey-platform/data-and-analysis-module/data/translate-text-responses) through its translation functionality per subscription year ("**Translation Limit**") at no charge. Qualtrics, at its discretion, reserves the right to strictly enforce this limit.

DocuSign Envelope ID: F248446F-955F-4C6D-B816-5FA27B961068

AMENDMENT NO. 1
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BLUE PEARL SPECIALTY & EMERGENCY
PET HOSPITAL

THIS AMENDMENT NO. 1 to AGREEMENT No. A-16078 is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and Blue Pearl Specialty & Emergency Pet Hospital (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on November 16, 2022, COUNTY and CONTRACTOR entered into AGREEMENT No. A-16078 in the amount of $15,000 for the term October 10, 2022, through October 9, 2024, for the provision of Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services or Good Samaritans; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $25,000 and extend the term an additional two (2) years for a new term of October 10, 2022 through October 9, 2026.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $15,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $40,000".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2024, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT."

3. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.

4. A copy of the Amendment No. 1 shall be attached to the original AGREEMENT executed by COUNTY on November 16, 2022.

5. This Amendment No. 1 is effective upon execution.

DocuSign Envelope ID: F248446F-955F-4C6D-B816-5FA27B961068

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY

By: DocuSigned by: Debra Wilson Debra Wilson
7B741937AA0D47B...
Contracts/Purchasing Officer
Contracts & Purchasing Officer

Date: 4/12/2024 | 1:28 PM PDT

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form[1]

By: DocuSigned by: Robert I. Brayer Robert I. Brayer
FBACA339C87E456...
County Counsel
Deputy County Counsel

Date: 4/11/2024 | 3:08 PM PDT

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth Jennifer Forsyth
4E7E657875454AE...
Auditor/Controller
Auditor-Controller Analyst II

Date: 4/12/2024 | 1:07 PM PDT

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Blue Pearl Specialty & Emergency Pet Hospital
Contractor's Business Name*

By: DocuSigned by: Hannah Scowsmith
ABD29B3F48C4EF...
(Signature of Chair, President, or Vice-President) *

Hannah Scowsmith Practice Manager
Name and Title

Date: 4/10/2024 | 3:22 PM PDT

By: _____

(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*

_____
Name and Title

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. 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

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

AMENDMENT NO. 2
TO AGREEMENT BY AND BETWEEN
COUNTY OF MONTEREY AND
BLUE PEARL SPECIALTY & EMERGENCY
PET HOSPITAL

THIS AMENDMENT NO. 2 to AGREEMENT No. A-16078 is made by and between the County of Monterey**,** a political subdivision of the State of California (COUNTY), and Blue Pearl Specialty & Emergency Pet Hospital (CONTRACTOR) with respect to the following.

WHEREAS, on November 16, 2022, COUNTY and CONTRACTOR entered into AGREEMENT No. A-16078 in the amount of $15,000 for the term October 10, 2022, through October 9, 2024, for the provision of Emergency veterinary services to injured or sick domestic animals brought in by Monterey County or City of Salinas Animal Services or Good Samaritans; and

WHEREAS, COUNTY and CONTRACTOR entered into AMENDMENT NO. 1 to add $25,000 and extend the term an additional two years for a new term of October 10, 2022 through October 9, 2026; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $20,000 for a new Total Agreement amount of $60,000, extend the term an additional two years for a new term of October 10, 2022 through October 9, 2028, replace Exhibit A to clarify that Emergency veterinary services are for injured or sick domestic animals brought in by COUNTY staff, Good Samaritan, or approved surrounding cities, and add Exhibit B, Authorized Cities for Emergency Animal Intake.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.0, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $40,000" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $60,000".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2026, unless sooner terminated pursuant to the terms of this AGREEMENT.", **and replacing it with** "The term of this AGREEMENT is from October 10, 2022, to October 09, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT."

3. **EXHIBIT A**, "Scope of Services/Payment Provisions", **shall be amended by removing** EXHIBIT A of this AGREEMENT **and replacing it with**, "EXHIBIT A-2". All references in AMENDMENT NO. 2 to EXHIBIT A shall be construed to refer to EXHIBIT A-2.

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4. **EXHIBIT B**, "Authorized Cities for Emergency Animal Intake", is hereby **added to and incorporated** into the Agreement in its entirety. All references in AMENDMENT NO. 2 to EXHIBIT B shall be construed to refer to EXHIBIT B-2.

5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this AMENDMENT NO. 2 and shall continue in full forces and effect as set forth in the AGREEMENT.

6. A copy of the Amendment No. 2 shall be attached to the original AGREEMENT executed by COUNTY on November 16, 2022.

7. This Amendment No. 2 is effective upon execution.

************ SIGNATURE PAGE TO FOLLOW ************

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this AMENDMENT

Blue Pearl Specialty & Emergency
Pet Hospital
Amendment No. 2
Term: 10/10/2022 – 10/09/2028
NTE: $60,000

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

NO. 2 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	Blue Pearl Specialty & Emergency Pet Hospital Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: Signed by: Candice Goldberg E1B5CE6891504E7... (Signature of Chair, President, or Vice-President) *
Date: _____	Candice Goldberg MFO Name and Title
By: _____ Board of Supervisors (if applicable)	
Date: _____	Date: 11/20/2025 | 1:16 PM PST

Approved as to Form[1]

By: Signed by: Robert I. Brayer FBACA339C87E4F8... Robert I. Brayer County Counsel Deputy County Counsel	By: Signed by: Hannah Scowsmith ABD29B74F46C4EF...
Date: 12/3/2025 | 2:19 PM PST	(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*
	Hannah Scowsmith Practice Manager Name and Title

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454A5... Jennifer Forsyth Auditor/Controller Auditor-Controller Analyst II	Date: 11/17/2025 | 10:50 AM PST
Date: 12/3/2025 | 4:22 PM PST	

Approved as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

EXHIBIT A-2

To Agreement by and between
County of Monterey Health Department, (COUNTY)
AND
Blue Pearl Specialty & Emergency Pet Hospital, (CONTRACTOR)

Scope of Services/Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

Emergency veterinary services to injured or sick domestic animals brought in by COUNTY staff, surrounding cities staff, or Good Samaritans. Veterinary care will be to the level of stabilization of the animal in order for it to be "humanely housed" during a stray period of approximately 5 days and may include:

- Critical nursing care, fluids, pumps, pain management, minor surgery, splints, X-rays, wound care, and other triage related medical care.
- Humane euthanasia, as required, for animals that cannot be humanely housed at the Hitchcock Road Animal Services Center for average 5-day stray holding period.
- Disposal of deceased or euthanized animals.
- CONTRACTOR is authorized to euthanize sick/injured underaged (under 8 weeks) kittens and puppies without contacting COUNTY.

"Humanely housed" means that the animal can eat, drink, urinate/defecate on its own and is ambulatory enough to do those things. COUNTY does not have staff present around the clock to provide care outside of 8am-5pm daily and does not have on site veterinary staff every day.

Services are to be provided on an emergency basis for injured stray animals on the date admitted and up to 96 hours total. Animals requiring overnight or multiple overnight stays will be held only until the animal is stable enough to be delivered to COUNTY.

COUNTY acknowledges that at any time, CONTRACTOR, may delay a veterinary examination upon accepting an injured animal if it is determined by CONTRACTOR staff that the animal appears stable.

When domestic animals are brought to the CONTRACTOR by Good Samaritans, (people who do not own the stray animal but have delivered it for care and medical treatment), CONTRACTOR shall obtain the following information to be provided to COUNTY:

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

1. Contact information of Good Samaritan to include name, address, and phone number.
2. Where the animal was found to include street name and/or cross streets and city.
3. How the animal was injured if known or observed.
4. Whether the animal has any identification that may have been removed by the Good Samaritan.
5. Whether the owner is known and any owner contact information.

CONTRACTOR shall only accept animals found in unincorporated Monterey or any surrounding city as listed in **Exhibit B**, **Authorized Cities for Emergency Animal Intake**, as approved under this agreement.

CONTRACTOR shall scan any animal that is brought in by a Good Samaritan for a microchip. If a microchip is found, CONTRACTOR may attempt to contact owner outside of business hours. During business hours, COUNTY shall make contact. All owner information and contact attempts by CONTRACTOR shall be noted in animal record. CONTRACTOR is not to release any animal to owner until medical bill is paid in full. Otherwise, animal will be transferred to COUNTY who will contact owner.

CONTRACTOR shall notify COUNTY as soon as possible but within one business day of receipt of an animal and provide all information requested. COUNTY staff shall determine if the animal came from the County or a surrounding City's jurisdiction prior to authorizing treatment and providing an Animal ID number. During evenings, holidays and weekends, CONTRACTOR shall proceed under the agreed upon limit of agreement and contact COUNTY staff during business hours as needed according to contact list provided.

COUNTY will provide a list of contacts to CONTRACTOR via email to Office Manager and update accordingly as needed.

ANIMAL IDs and ANIMAL PICK UP: CONTRACTOR will contact COUNTY staff for pickup of the animal once it is in stable condition. Failure of CONTRACTOR to contact COUNTY within one business day for pick up will not account for additional fees applied to COUNTY invoice.

- CONTACTOR shall contact the COUNTY dispatch office Monday-Friday at for Animal ID numbers and for pickup of animals and once in stable condition and all paperwork is completed.

A.2 CONTRACTOR shall produce the following deliverables (written reports, x-rays, etc.) by the dates indicated below.

- Medical diagnosis, treatment records and x-rays to be provided upon time animal is released to the care of COUNTY or transferred to another facility.

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COUNTY staff shall be provided these records at the time of physical pick up of said animal.

All written reports required under this Agreement shall be delivered to COUNTY's Animal Services Director or designee in accordance with the schedule above.

B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$60,000** 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:

COUNTY shall pay an amount of $400 for the first 48 hours and $100 per day for two consecutive days after, not to exceed $600 for initial 96 hours of treatment without written authorization from Animal Services Director or designee. Any treatment that varies from these limits requires prior authorization from the Animal Services Director or designee. Any additional medical treatment after the initial 96 hours must be approved by the Animal Services Director or their designee which will include a proposal of care with a "not to exceed" fee for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work.

In addition, COUNTY shall pay CONTRACTOR cost plus 10% for purchase of drugs and medical supplies. COUNTY shall provide a list of commonly used medications to CONTRACTOR via email to Office Manager and update accordingly as needed.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

B.2 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable.

CONTRACTOR shall invoice the COUNTY monthly with an itemized invoice by the 15th of each month following the month in which the services are provided. Each invoice must reference an animal with a corresponding Animal ID number received from Animal Services. Invoices received without corresponding Animal ID numbers may not be paid. CONTRACTOR shall submit invoices to:

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

Invoices shall be emailed directly to: 296-financeas@countyofmonterey.gov
Cc: lewisp1@countyofmonterey.gov

Invoices should be mailed to: County of Monterey Health Department
Attn: Accounts Payable/Animal Services
1270 Natividad Road
Salinas, CA 93906

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

Docusign Envelope ID: DD765480-7CCF-44FC-994C-2559EBC543A4

EXHIBIT B-2

To Agreement by and between
County of Monterey Health Department, (COUNTY)
AND
Blue Pearl Specialty & Emergency Pet Hospital, (CONTRACTOR)

Authorized Cities for Emergency Animal Intake

Carmel-by-the-Sea

Del Rey Oaks

Greenfield

Marina

Salinas

CSUMB

* The list may be updated as needed. Any additional authorized cities shall be provided to the CONTRACTOR via email and subsequently incorporated into the Agreement through a formal Amendment.

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RENEWAL AND AMENDMENT NO. 1 TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY AND FIRST ALARM

THIS RENEWAL AND AMENDMENT NO. 1 to AGREEMENT is made by and between the County of Monterey**,** a political subdivision of the State of California (hereinafter referred to as "COUNTY"), and First Alarm (hereinafter referred to as "CONTRACTOR") with respect to the following.

WHEREAS, on April 1, 2022, COUNTY and CONTRACTOR entered into AGREEMENT in the amount of $38,389.76 for the term April 1, 2022 through January 31, 2025, for the provision of alarm installation and monitoring services; and

WHEREAS, the AGREEMENT expired by its terms on January 31, 2025; and

WHEREAS, the COUNTY and CONTRACTOR have since continued to perform under the AGREEMENT and otherwise conduct themselves as if it remained in force; and

WHEREAS, the COUNTY and CONTRACTOR mutually desire to reinstate the AGREEMENT with effect retroactive to February 1, 2025, and to amend the AGREEMENT as provided below; and

WHEREAS, COUNTY and CONTRACTOR wish to amend AGREEMENT to add $37,833.24 for a new total Agreement amount of $76,223, extend the term an additional 3 years for a new term of April 1, 2022 through January 31, 2028, and replace EXHIBIT A and Exhibit B.

NOW THEREFORE, COUNTY and CONTRACTOR hereby agree as follows:

1. **Section 2.0, "PAYMENT PROVISIONS", Section 2.01, shall be amended by removing** "The Total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $38,389.76" **and replacing it with** "The total amount payable by the COUNTY to CONTRACTOR under this AGREEMENT is not to exceed the sum of $76,223.00".

2. **Section 3.0, "TERM OF AGREEMENT", Section 3.01, shall be amended by removing**, "The term of this AGREEMENT is from April 1, 2022 to January 31, 2025, unless sooner terminated pursuant to the terms of this AGREEMENT", **and replacing it with** "The term of this AGREEMENT is from April 1, 2022 to January 31, 2028, unless sooner terminated pursuant to the terms of this AGREEMENT".

3. **EXHIBIT A, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT and **replacing it with**, "EXHIBIT A-1". All references in AMENDMENT NO. 1 to EXHIBIT A shall be construed to refer to EXHIBIT A-1.

4. **EXHIBIT B, "Scope of Services/Payment Provisions", shall be amended by removing** EXHIBIT A of this AGREEMENT and **replacing it with**, "EXHIBIT B-1". All references in AMENDMENT NO. 1 to EXHIBIT B shall be construed to refer to

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EXHIBIT B-1.

5. Except as provided herein, all remaining terms, conditions, and provisions of the AGREEMENT are unchanged and unaffected by this RENEWAL AND AMENDMENT NO. 1 and shall continue in full forces and effect as set forth in the AGREEMENT.

6. A copy of the RENEWAL AND AMENDMENT NO. 1 shall be attached to the original AGREEMENT executed by COUNTY on April 1, 2022.

7. This RENEWAL AND AMENDMENT NO. 1 is effective upon execution.

********** **SIGNATURE PAGE TO FOLLOW** **********

Docusign Envelope ID: DEB7F863-6C1A-40AF-906D-F957A84CF331

IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this RENEWAL AND AMENDMENT NO. 1 as of the day and year written below.

COUNTY OF MONTEREY	CONTRACTOR
By: _____ Contracts/Purchasing Officer	First Alarm Contractor's Business Name*
Date: _____	
By: _____ Department Head (if applicable)	By: Jim Norkoli Digitally signed by Jim Norkoli DN: C=US, E=norkoli@firstalarm.com, O=First Alarm, OU=President, CN=Jim Norkoli Date: 2025.11.17 13:10:00-08'00' (Signature of Chair, President, or Vice-President) *
Date: _____	Jim Norkoli, President Name and Title
By: _____ Board of Supervisors (if applicable)	
Date: _____	Date: 17 November 2025

Approved as to Form[1]

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta County Counsel

Date: Chief Deputy County Counsel 11/19/2025 | 8:31 AM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6... Patricia Ruiz Auditor/Controller

Date: Auditor Controller Analyst I 11/20/2025 | 9:56 AM PST

Approved as to Liability Provisions[3]

By: _____ Risk Management

Date: _____

By: Jarl Saal Digitally signed by Jarl Saal DN: C=US, E=jsaal@firstalarm.com, O=Deniaect, OU="President ", CN=Jarl Saal Date: 2025.11.17 13:10:57-08'00'	
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Assistant Treasurer)*	
Jarl Saal, Treasurer/Secretary Name and Title	
Date: 17 November 2025	

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this AGREEMENT on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the AGREEMENT.

[1]Approval by County Counsel is required [2]Approval by Auditor-Controller is required

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EXHIBIT A-1

To Agreement by and between
County of Monterey Health Department, hereinafter referred to as "County"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

24-hour monitoring for Intrusion/Burglar Alarm, Fire Alarm, Temperature monitoring system services, and leasing of equipment at the Health Department Administration building, located at 1270 Natividad Rd., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

B. EXISTING SYSTEM COMPONENTS

B.1 Partition #1 Main Building *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.2 Partition #2 Storage Area *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.3 Partition #3 Maintenance Area *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.4 Partition #4 Laboratory *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services as described in **Exhibit B**, Existing System Components.

B.5 Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services as described in **Exhibit B**, Existing System Components.

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C. PAYMENT PROVISIONS

C.1 COMPENSATION/PAYMENT

County shall pay an amount not to exceed **$76,223** 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:

C.2 Existing service cost

Details outlined in **Exhibit B**, Payment Provisions.

Price for year 2025

Item Description	Monthly Cost	Quarterly Cost
Main Building (58-5116)	$58.45	$175.35
Storage Area (58-5117)	$33.00	$99.00
Maintenance Area (58-5118)	$33.00	$99.00
Laboratory (58-5119)	$33.00	$99.00
Building Fire System (58-5015)	$542.96	$1,628.88
TOTAL	**$700.41**	**$2,101.23**

Price Increase Effective January 1, 2026

Item Description	Monthly Cost	Quarterly Cost
Main Building (58-5116)	$60.56	$181.68
Storage Area (58-5117)	$34.12	$102.36
Maintenance Area (58-5118)	$34.12	$102.36
Laboratory (58-5119)	$34.12	$102.36
Building Fire System (58-5015)	$563.26	$1,689.78
TOTAL	**$726.18**	**$2,178.54**

C.3 Total Agreement Payment

Service Description	Service Amount
2025 Monthly Fees (12 months)	$8,404.92
2026 Monthly Fees (24 months)	$17,428.32
New Installation/Equipment Fees	$6,000.00
Emergency Repair Services/Equipment: Added services and/or expenditures as required for emergency repair required to maintain existing equipment, to include Service Calls. The aforementioned	$6,000.00

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services and/or expenditures may be added by written approval from the Health Department Facility Manager prior to providing services.	
Total Amendment Amount	**$37,833.24**

All written reports required under this Agreement must be delivered to Chris Le Venton County's or designee Contract Manager, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration. During the entire term of this Agreement, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this Agreement.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C.4 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

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DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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EXHIBIT B-1

To Agreement by and between
Monterey County Health Department, hereinafter referred to as "County"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Existing System Components/Payment Provisions

B. EXISTING SYSTEM COMPONENTS – No Changes

B.1 Partition #1 Main Building *(Account #58-5116)* at 1270 Natividad Rd., existing COUNTY-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
1	2nd Stairway Motion	Motion Sensor
2	2nd Office Motion	Motion Sensor
3	2nd Motion Hall	Motion Sensor
4	2nd Hall Motion	Motion Sensor
5	2nd Motion Lobby	Motion Sensor
6	2nd Hall Motion	Motion Sensor
7	2nd Hall Office	Motion Sensor
8	2nd Stairway Motion	Motion Sensor
9	ZN 009	Disabled – Technician Error
12	1st Lobby Entry	Door Contact Sensor
13	Water Bug 218	Water Leak Sensor
14	Breakroom Door	Door Contact Sensor
15	1st West Door	Door Contact Sensor
16	1st South Door	Door Contact Sensor
17	2nd Lobby Door	Door Contact Sensor
18	2nd Lobby Door	Door Contact Sensor
21	1st South Motion	Motion Sensor
22	1st North Motion	Motion Sensor
23	1st Hall Motion	Motion Sensor
24	Break Room Motion	Motion Sensor
25	1st Hall Motion	Motion Sensor
26	Stairway Motion	Motion Sensor
27	1st Glass 1	Glass Contact Sensor
28	1st Glass 2	Glass Contact Sensor

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29	1st Glass 3	Glass Contact Sensor
30	1st Glass 4	Glass Contact Sensor
31	1st Glass 5	Glass Contact Sensor
32	1st Glass 6	Glass Contact Sensor
33	1st Glass 7	Glass Contact Sensor
34	1st Glass 8	Glass Contact Sensor
35	1st Glass 9	Glass Contact Sensor
36	Lab Glass Break	Glass Contact Sensor
39	Refrigerator Room 217	Temperature Monitor Sensor
40	Temp. IT-Room	Temperature Monitor Sensor

B.2 Partition #2 Storage Area *(Account #58-5117)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
41	Warehouse Entry	Door Contact Sensor
44	Shop Motion	Motion Sensor

B.3 Partition #3 Maintenance Area *(Account #58-5118)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
42	Shop Entry Door	Door Contact Sensor
43	Lab Motion	Motion Sensor

B.4 Partition #4 Laboratory *(Account #58-5119)* at 1270 Natividad Rd., existing CONTRACTOR -Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
10	Utility Door	Door Contact Sensor
11	Lab Entry Door	Door Contact Sensor
19	Lab Motion	Motion Sensor
20	Lab Lobby Motion	Motion Sensor
37	Lab Suite 1	Door Contact Sensor
38	Lab Suite 2	Door Contact Sensor

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B.5 Fire System for entire building *(Account #58-5015)* at 1270 Natividad Rd., existing CONTRACTOR-Owned equipment and services provided in the following zones.

Zone	Zone Description	Equipment Description
1	Elevator Machine Room	Fire-Smoke Detector
1	Elevator Machine Room	Fire System Trouble
2	Elevator Machine Room	Fire-Heat Detection
2	Elevator Machine Room	Fire System Trouble
3	1st Floor Elevator Lobby	Fire-Smoke Detector
3	1st Floor Elevator Lobby	Fire System Trouble
4	I.T.V In Closet next to Main Door	Fire-Waterflow
4	I.T.V In Closet next to Main Door	Fire System Trouble
5	(3) OSY Tampers on Natividad Rd.	OSY-Sprinkler Tamper
5	(3) OSY Tampers on Natividad Rd.	Fire System Trouble
6	1st Floor CDC Lab	Fire-Manual Pull
6	1st Floor CDC Lab	Fire System Trouble
7	1st Floor Next to Room #144	Fire-Manual Pull
7	1st Floor Next to Room #144	Fire System Trouble
8	1st Floor Elevator Lobby Left	Fire-Manual Pull
8	1st Floor Elevator Lobby Left	Fire System Trouble
9	1st Floor Elevator Lobby Right	Fire-Manual Pull
9	1st Floor Elevator Lobby Right	Fire System Trouble
10	1st Floor Next to Room #124	Fire-Manual Pull
10	1st Floor Next to Room #124	Fire System Trouble
11	1st Flr Remote Power Supply w/ FACP	Fire Supervisory
11	1st Flr Remote Power Supply w/ FACP	Fire System Trouble
12	1st Floor Next to Conference Room #129A	Fire-Manual Pull
12	1st Floor Next to Conference Room #129A	Fire System Trouble
13	1st Floor Hallway Next to Electrical Room	Fire-Manual Pull
13	1st Floor Hallway Next to Electrical Room	Fire System Trouble
14	1st Floor Stairway to Hall	Fire-Manual Pull
14	1st Floor Stairway to Hall	Fire System Trouble
15	1st Floor Hallway by Restrooms	Fire-Manual Pull
15	1st Floor Hallway by Restrooms	Fire System Trouble
16	1st Floor Breakroom	Fire-Manual Pull
16	1st Floor Breakroom	Fire System Trouble
17	PIV & Gate Valves Tamper Switches	Sprinkler Valve Tamper
17	PIV & Gate Valves Tamper Switches	Fire System Trouble
18	2nd Floor Remote Power Supply #2	Fire Supervisory

First Alarm
1270 Natividad Rd. Room 217, Salinas CA
Exhibit B-1
04/01/2022 – 01/31/28
$76,223

Docusign Envelope ID: DEB7F863-6C1A-40AF-906D-F957A84CF331

18	2nd Floor Remote Power Supply #2	Fire System Trouble
19	2nd Floor Next to Room #210	Fire-Manual Pull
19	2nd Floor Next to Room #210	Fire System Trouble
20	2nd Floor Next to Room #245	Fire-Manual Pull
20	2nd Floor Next to Room #245	Fire System Trouble
21	2nd Floor Next to Room #263	Fire-Manual Pull
21	2nd Floor Next to Room #263	Fire System Trouble
22	2nd Floor Next to Room #212	Fire-Manual Pull
22	2nd Floor Next to Room #212	Fire System Trouble
23	2nd Floor Next to Room #243	Fire-Manual Pull
23	2nd Floor Next to Room #243	Fire System Trouble
24	2nd Floor Elevator Lobby	Fire-Manual Pull
24	2nd Floor Elevator Lobby	Fire System Trouble
25	2nd Floor Stairway #2	Fire-Manual Pull
25	2nd Floor Stairway #2	Fire System Trouble
26	2nd Floor Next to Conference Room #236	Fire-Manual Pull
26	2nd Floor Next to Conference Room #236	Fire System Trouble
27	2nd Floor Lobby Area by Room #236	Fire-Manual Pull
27	2nd Floor Lobby Area by Room #236	Fire System Trouble
28	2nd Floor Main Data Room	Fire-Manual Pull
28	2nd Floor Main Data Room	Fire System Trouble
29	AC-1 Duct Detector	Fire Supervisory
29	AC-1 Duct Detector	Fire System Trouble
30	AC-4 Duct Detector	Fire Supervisory
30	AC-4 Duct Detector	Fire System Trouble
31	AC-2 Duct Detector	Fire Supervisory
31	AC-2 Duct Detector	Fire System Trouble
32	AC-3 Duct Detector	Fire Supervisory
32	AC-3 Duct Detector	Fire System Trouble
33	AC-5 Duct Detector	Fire Supervisory
33	AC-5 Duct Detector	Fire System Trouble
34	Mezzanine Mechanical Room	Fire-Heat Detection
34	Mezzanine Mechanical Room	Fire System Trouble
35	1st Floor I.D.F	Fire-Smoke Detector
35	1st Floor I.D.F	Fire System Trouble
36	2nd Floor Elevator Lobby	Fire-Smoke Detector
36	2nd Floor Elevator Lobby	Fire System Trouble

First Alarm
1270 Natividad Rd. Room 217, Salinas CA
Exhibit B-1
04/01/2022 – 01/31/28
$76,223

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C. PAYMENT PROVISIONS

C.1 Existing service cost details

Price for year 2025

Item Description	Monthly Cost	Quarterly Cost
Main Building – Activity Report-Weekly/Email	$5.79	$17.37
Main Building – Daily Timer Test	$9.26	$27.78
Main Building – Monitoring Service	$32.40	$97.20
Main Building – Supervised Open & Close	$11.00	$33.00
TOTAL – Main Building (58-5116)	**$58.45**	**$175.35**
Storage Area – Activity Report-Weekly/Email	$5.79	$17.37
Storage Area – Monitoring Service	$16.21	$48.63
Storage Area – Supervised Open & Close	$11.00	$33.00
TOTAL – Storage Area (58-5117)	**$33.00**	**$99.00**
Maintenance Area – Activity Report-Weekly/Email	$5.79	$17.37
Maintenance Area – Monitoring Service	$16.21	$48.63
Storage Area – Supervised Open & Close	$11.00	$33.00
TOTAL – Maintenance Area (58-5118)	**$33.00**	**$99.00**
Laboratory – Activity Report-Weekly/Email	$5.79	$17.37
Laboratory – Monitoring Service	$16.21	$48.63
Laboratory – Supervised Open & Close	$11.00	$33.00
TOTAL – Laboratory (58-5119)	**$33.00**	**$99.00**
Building Fire System – Cellular Contractor Owned	$64.83	$194.49
Building Fire System – Daily Timer Test	$8.99	$26.97
Building Fire System – Gold Shield Warranty	$210.69	$632.07
Building Fire System – Inspection Contract	$212.38	$637.14
Building Fire System – Monitoring Service	$46.07	$138.21
TOTAL – Building Fire System (58-5015)	**$542.96**	**$1,628.88**
2025 GRAND TOTAL	**$700.41**	**$2,101.23**

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Price Increase Effective January 1, 2026

Item Description	Monthly Cost	Quarterly Cost
Main Building – Activity Report-Weekly/Email	$6.01	$18.03
Main Building – Daily Timer Test	$9.61	$28.83
Main Building – Monitoring Service	$33.63	$100.89
Main Building – Supervised Open & Close	$11.31	$33.93
TOTAL – Main Building (58-5116)	**$60.56**	**$181.68**
Storage Area – Activity Report-Weekly/Email	$6.00	$18.00
Storage Area – Monitoring Service	$16.81	$50.43
Storage Area – Supervised Open & Close	$11.31	$33.93
TOTAL – Storage Area (58-5117)	**$34.12**	**$102.36**
Maintenance Area – Activity Report-Weekly/Email	$6.00	$18.00
Maintenance Area – Monitoring Service	$16.81	$50.43
Storage Area – Supervised Open & Close	$11.31	$33.93
TOTAL – Maintenance Area (58-5118)	**$34.12**	**$102.36**
Laboratory – Activity Report-Weekly/Email	$6.00	$18.00
Laboratory – Monitoring Service	$16.81	$50.43
Laboratory – Supervised Open & Close	$11.31	$33.93
TOTAL – Laboratory (58-5119)	**$34.12**	**$102.36**
Building Fire System – Cellular Contractor Owned	$67.23	$201.69
Building Fire System – Daily Timer Test	$9.32	$27.96
Building Fire System – Gold Shield Warranty	$218.70	$656.10
Building Fire System – Inspection Contract	$220.24	$660.72
Building Fire System – Monitoring Service	$47.77	$143.31
TOTAL – Building Fire System (58-5015)	**$563.26**	**$1,689.78**
2026 GRAND TOTAL	**$726.18**	**$2,178.54**

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MONTEREY COUNTY
BEHAVIORAL HEALTH COMMISSION
BY-LAWS

ARTICLE 1 Name, Purpose, Powers, and Authority

Section 1.01 Name

The name of this legislative body is the Monterey County Behavioral Health Commission ("Behavioral Health Commission"). The Behavioral Health Commission is the local advisory commission reviewing "behavioral health," meaning mental health and substance use disorder, needs and services in Monterey County pursuant to Welfare and Institutions Code Section 5604 by Resolutions Nos. 80-12 and 86-76 of the Board of Supervisors for the County of Monterey ("Board of Supervisors").

Section 1.02 Purpose, Powers, and Authority

Per Welfare and Institutions Code 5604.2:

a) The Behavioral Health Commission shall do all the following:

1) Review and evaluate the community's public behavioral health needs, services, facilities and special problems in any facility within the county or jurisdiction where behavioral health evaluations or services are being provided, including, but not limited to, schools, emergency departments, jail, juvenile hall, and psychiatric facilities;

2) Review any County agreements entered into pursuant to Welfare and Institutions Code Section 5650. The Behavioral Health Commission may make recommendations to the governing body regarding concerns identified within these agreements;

3) Advise the Board of Supervisors and the local Behavioral Health Director as to any aspect of the local behavioral health program. The Behavioral Health Commission may request assistance from the local patients' rights advocates when reviewing and advising on behavioral health evaluations or services provided in public facilities with limited access;

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4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of behavioral illness and their families, community members, advocacy organizations, and behavioral health professionals. It shall also include other professionals that interact with individuals living with behavioral illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans;

5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system;

6) Review and make recommendations on applicants for the appointment of the local Behavioral Health Director. The Behavioral Health Commission shall be included in the selection process prior to the vote of the Board of Supervisors;

7) Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council;

8) Nothing in this part shall be construed to limit the ability of the Board of Supervisors to transfer additional duties or authority to the Behavioral Health Commission.

b) Assessment of Realignment: It is the intent of the Legislature under Welfare and Institutes Code section 5604.2(b), that, as part of the duties pursuant to subdivision (a), the Behavioral Health Commission shall assess the impact of the realignment of services from the State to the County on services delivered to clients and on the local community.

Section 1.03 Behavioral Health Commission Member Responsibilities

The responsibilities of a Behavioral Health Commission member is to:

a) Function as an active and responsible member of the Behavioral Health Commission and attend all Behavioral Health Commission meetings;

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b) Participate in the deliberations and decisions of the Behavioral Health Commission;

c) Assume such responsibilities and undertake such actions as may be required by law, by the Articles and By-Laws of the Behavioral Health Commission, and/or by specific Behavioral Health Commission decisions and assignments specified in Section 5604 (a)-(f) of the Welfare and Institutions Code;

d) Accept responsibility for making informed decisions and policies by requesting accurate information, asking questions, probing, analyzing and, finally, supporting publicly the decisions made collaboratively;

e) Act as a consumer/community advocate for local behavioral health services;

f) Act as an official representative of the Behavioral Health Commission only with the formal sanction of the Behavioral Health Commission;

g) Serve on at least one subcommittee or task force, as needed, and attend community events and/or task force meetings, committing one (1) or more hours per month to Behavioral Health Commission activities;

h) Bring concerns regarding the Behavioral Health Commission's functioning to Behavioral Health Commission meetings where they can be dealt with openly and productively;

i) Work collaboratively within the defined structure of the Behavioral Health Commission and with local behavioral health staff to improve the delivery of behavioral health services in accordance with the official direction provided by the Board of Supervisors.

j) Complete all Clerk of the Board requirements for service on a Brown Act Commission, including mandatory Ethics training.

ARTICLE 2 Composition

Section 2.01 The Behavioral Health Commission shall consist of 17 members appointed by the Board of Supervisors.

a) Consumer, Family Member: Pursuant to Welfare and Institutions Code section 5604(a)(2)(B), at least 50% of the membership shall be consumers or the

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parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least 20% of the total membership shall be consumers, and at least 20% shall be family members of consumers. Effective January 1, 2025, one of these members shall be an individual who is 25 years of age or younger;

b) Veteran or Veteran Advocate. Pursuant to Welfare and Institutions Code section 5604(a)(2)(C), at least one member of the Behavioral Health Commission shall be a veteran or veteran advocate.The Department of Health shall notify the Monterey County Military & Veterans Affairs Office of a vacancy. “Veteran advocate” means a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.

c) Employee of Local Education Agency. Pursuant to Welfare and Institutions Code section 5604(a)(2)(D) and effective January 1, 2025, at least one member of the Behavioral Health Commission shall be an employee of a local education agency. The Department of Health shall notify the Monterey County Office of Education of a vacancy;

d) Supervisor from the Board of Supervisors. The Board of Supervisors shall appoint one of its members to serve on the Behavioral Health Commission as a voting member and one of its members to serve as an alternative on the Behavioral Health Commission;

e) First Responder Member: The Board of Supervisors may appoint a local First Responder agency member in accordance with the provisions of this Article regarding the composition of the Behavioral Health Commission and as required by law. The local First Responder agency member shall be a voting member of the Behavioral Health Commission;

f) Other Members: The remaining members shall be selected from individuals who have experience with or knowledge of the local behavioral health system;

g) Associate Members: The Board of Supervisors may appoint up to five associate members between the ages of 15 and 18 years to bring the perspectives of youth to the Behavioral Health Commission. These associates will have no voting privileges but will have the right to participate in all other matters of the board, with the exception of training conducted in areas outside the County. Associate Members shall not be counted for purposes of establishing a quorum. Associate

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Members shall observe all rules, regulations and policies applicable to members. The members of this class serve a term of one year. Terms will expire on December 31 of each year;

h) Non-Voting Members: The Behavioral Health Commission will also consist of Non- Voting Behavioral Health Commission Members ("Non-Voting Members"), with no more than one member from each supervisorial district. Interested community members shall be considered for appointment as Non-Voting Members whenever there are no current vacancies on the Behavioral Health Commission. The process for appointment of Non- Voting Members shall be the same as for Behavioral Health Commission members. Non-Voting Members' responsibilities shall be the same as Behavioral Health Commission members, as described in Section 1.03 above. Non-Voting Members shall be allowed to sit with the Behavioral Health Commission and participate in discussions of agenda items, but shall not be allowed to move, second, or vote on any matter coming before the Behavioral Health Commission or any committee of the Behavioral Health Commission. A Non-Voting Member may not be elected as an officer of the Behavioral Health Commission. Non-Voting Members shall not be counted for purposes of establishing a quorum. Non-Voting Members shall observe all rules, regulations and policies applicable to members.

Section 2.02 The Behavioral Health Commission shall make every effort to ensure that the composition of the Behavioral Health Commission represents the demographics of the County as a whole, to the extent feasible. When a Commission member resigns or is not reappointed, the Behavioral Health Commission shall remind the appointing power of Welfare and Institutions Code Section 5604.5(b) which states that the Behavioral Health Commission By-Laws shall, "Ensure that the composition of the behavioral health board represents the demographics of the county as a whole, to the extent feasible," and Section 5604(a) which states that, "The board membership should reflect the ethnic diversity of the client population in the county to the extent possible."

Section 2.03 Consistent with Welfare and Institutions Code Section 5604(d):

a) Except as provided in paragraph (b), no member of the Behavioral Health Commission or his or her spouse shall be a full-time or part-time employee of the Behavioral Health Bureau, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a behavioral health contract agency;

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b) A consumer of behavioral health services who has obtained employment with an employer described in paragraph (a) and who holds a position in which he or she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning his or her employer that may come before the Behavioral Health Commission.

Section 2.04 Consistent with Welfare and Institutions Code Section 5604(e), members of the Behavioral Health Commission shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

Section 2.05 The Behavioral Health Commission, consistent with Welfare and Institutions Code 5604(a)(2), "may recommend appointees to the county supervisors." Under the same section, 5604(a)(2), "Counties are encouraged to appoint individuals who have experience with and knowledge of the local behavioral health system."

Section 2.06 Members of the Behavioral Health Commission shall receive no compensation for their services except as provided for under Article 8, Section 8.01.

ARTICLE 3 Terms of Office (Vacancies and Replacements)

Section 3.01 Terms of Office

The term of each member of the Behavioral Health Commission shall be three years. The terms of the members shall be staggered so that the terms of at least five members appointed by the individual Supervisors expire each year. The terms shall run from June 1 of the year of appointment until May 31 three years later.

Section 3.02 Vacancies and Replacements

a) A vacancy shall exist based on the occurrence of any of the following:

1) When a member submits a written resignation to the Behavioral Health Commission Chairperson and the appointing Supervisor accepts the resignation in writing;

2) When a member is absent a total of four (4) meetings in a calendar year;

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3) When a member is absent from two (2) meetings in a calendar year without providing prior notification of each absence to the Commission Secretary by noon on the Wednesday before the scheduled meeting;

4) When a member's death, disability, or any other circumstances prevents him/her from completing a term;

5) When a member's term has expired;

6) When a member no longer resides in the County, or otherwise does not meet the qualifications of appointment.

b) Upon majority recommendation of the Behavioral Health Commission, any member may be removed from office by a majority vote of the Board of Supervisors favoring such removal.

c) When a prospective vacancy is imminent, or when a member resigns, the Behavioral Health Commission Chairperson shall forthwith notify the Board of Supervisors in writing. If the vacancy is for the position of Veteran Advocate, the Department of Health shall notify the Monterey County Military & Veterans Affairs Office of the vacancy, pursuant to Welfare and Institutions Code section 5406(a)(2).

Section 3.03 Leave of Absence

A member may request a "leave of absence" from the Behavioral Health Commission consisting of more than two consecutive absences or more than three absences in a calendar year. Requests for a leave of absence shall be submitted in writing to the Chairperson who will submit the request to the Behavioral Health Commission at its next regularly scheduled meeting. Majority recommendation of the Behavioral Health Commission will be communicated to the appointing Supervisor who will make the final decision. Factors taken into account by the Behavioral Health Commission in reviewing a request for leave of absence will include the number of vacancies on the Behavioral Health Commission at that time and the requesting member's past history of attendance. A leave of absence will only be considered by the Behavioral Health Commission if the reason for the leave is due to an emergency, extraordinary or extenuating circumstance and the member is able to offer a definite date of return to Behavioral Health Commission business.

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The Behavioral Health Commission may grant a member a leave of absence not to exceed 6 months. To grant such a leave, the Chairperson shall announce it at a Behavioral Health Commission meeting and notify the appointing Supervisor. The leave of absence will become effective at the meeting at which it is announced. The leave of absence waives the limitation of other types of absences stated in this Article. If the member's term expires during a leave of absence, the member must reapply for membership to the Behavioral Health Commission.

ARTICLE 4 Meetings

Section 4.01 The Behavioral Health Commission shall meet a minimum of ten times a year. Regular meetings shall not be scheduled in July and December. Regular meetings shall be held during the last week of each calendar month at 5:30 p.m. The meeting place shall be moved around the County, at various sites in different parts of the County. In September of each calendar year, the Behavioral Health Commission shall set the date and place of its regularly scheduled meetings for the upcoming calendar year. Subsequent Public Notice of the yearly calendar shall be made thereafter.

Any amendment to the time and place of the regularly scheduled meetings of the Behavioral Health Commission shall be determined by a majority vote of the Behavioral Health Commission. All Behavioral Health Commission meetings shall be held at locations freely accessible to all members of the public.

Section 4.02 The agenda of the regular meetings of the Behavioral Health Commission shall be posted in a place available to the public at least 72 hours prior to the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed, and no action is to be taken on non-agenda items unless:

a) By a majority vote a determination is made that an emergency situation exists (emergency situation means work stoppage or other activity which severely impairs health, safety or both, or a crippling disaster which severely impairs public health, safety or both);

b) By a determination of two thirds of the members, or if less than two thirds of the members are present, then by a unanimous vote of the members present, that the need to take action arose subsequent to the agenda being posted;

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c) By the item being continued from a prior meeting held less than five days previously, at which time the item was posted.

Section 4.03 Every agenda shall provide an opportunity for members of the public to directly address the Behavioral Health Commission on items of interest to the public that are within the subject matter jurisdiction of the Behavioral Health Commission. The Behavioral Health Commission may make reasonable rules and regulations limiting the time allocated for public testimony on issues and for each individual speaker.

Section 4.04 A special meeting may be called, consistent with the Brown Act, at any time by either the Chairperson of the Behavioral Health Commission or a majority of its members. This shall be done by delivering personally, or by mail, written notice to each member and each local newspaper, radio, or TV station which requests written notice. That notice must be received at least 24 hours prior to the meeting. The notice shall include the time and place of the meeting and the business to be transacted. No other business shall be considered at these meetings. In the case of an emergency situation, the Behavioral Health Commission may hold an emergency meeting without compliance within the 24-hour notice requirement. The Behavioral Health Commission must, however, attempt to notify by telephone, at least one hour prior to the start of the meeting, any media that has requested notice of special meetings.

Section 4.05 No meeting excluding the public may be held without first advising County Counsel of the specific purpose or purposes of such meetings and receiving written advice from County Counsel that it is legal to hold such a session or meeting.

Section 4.06 Behavioral Health Commission action may be taken by a majority of those present and voting and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance.

Section 4.07 A quorum shall be defined as one person more than one-half of the appointed members. When the number of appointed members is an odd number, this requirement is satisfied by dividing the number of appointed members in half, and then rounding that quotient to the next whole number. The definition of appointed members excludes unfilled positions, including partially appointed members who have not completed all requirements of the Clerk of the Board’s Office, such as mandated Ethics training, and those positions vacated by resignation or removal. A quorum must be present for any Behavioral Health Commission action.

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ARTICLE 5 Officers

Section 5.01 Officers

a) All members of the Behavioral Health Commission shall be eligible to be elected officers of the Behavioral Health Commission;

b) The officers of the Behavioral Health Commission shall be Chairperson, Chairperson- Elect, Past Chairperson, and Committee Chairpersons;

c) The Chairperson-Elect shall be elected during the first meeting of the calendar year in which the Chairperson begins their two-year term, to serve as Chairperson-Elect for a two-year term before assuming the Chairperson role, unless the Chairperson is re-elected. In the event that the Chairperson-Elect's seat becomes vacant, a special election shall be held at the next feasible meeting to elect a new Chairperson-Elect to serve the remainder of the term.

d) The Chairperson shall serve for two years. The Chairperson may run for re-election at the conclusion of the two-year term. If the Chairperson's position becomes vacant, the Chairperson-Elect shall assume the Chairperson role immediately to serve the remainder of the term, and a new Chairperson-Elect shall be elected as outlined in Section 5.01, d).

e) Officers to serve as Committee Chairpersons shall be elected during the first meeting of the calendar year or at any time when the Chairperson proposes to form a Committee to carry out the responsibilities of the Commission, shall serve for one year, and may run for re-election at the annual election.

Section 5.02 Duties of the Chairperson

a) The Chairperson shall be the Chief Executive Officer of the Behavioral Health Commission and preside at all general membership;

b) The Chairperson shall establish the agenda for Behavioral Health Commission meetings;

c) The Chairperson is responsible for interpretation, implementation, and enforcement of the By-Laws; sets policies in accordance with the By-Laws, and recommends policies to the Behavioral Health Commission for approval;

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d) The Chairperson is the official spokesperson for the Behavioral Health Commission;

e) The Chairperson shall be in consultation with the local Behavioral Health Director;

f) The Chairperson shall appoint standing committees and act as an ex-officio member of each of these committees;

g) The Chairperson shall have the authority to appoint all appointive positions, committees and committee members not otherwise provided for, and may call on any Officer of the Commission for assistance in the implementation of the duties assigned to the Officers, or the general membership of the Behavioral Health Commission;

h) The Chairperson shall sign all official documents approved by the Behavioral Health Commission or delegate such responsibility as necessary to staff, and shall initiate and pursue communication with members and outside individuals, organizations, agencies or other entities, as may be required;

i) The Chairperson is ultimately responsible for the production of, and submission to, the Board of Supervisors and the County Administrative Officer, by July 30 of each year, a short, concise, annual report which shall contain a summary of the Behavioral Health Commission's preceding fiscal years' activities and projects, a list of individual Behavioral Health Commission members and their responsibilities with the Behavioral Health Commission, and any other information requested by the Board of Supervisors;

j) The Chairperson shall attend the State wide annual meeting of the California Association of Local Behavioral Health Boards and Commissions. If the Chairperson is unable to attend the aforementioned meeting, the Chairperson shall appoint another Officer of the Commission to attend said meeting.

Section 5.03 Duties of the Chairperson-Elect

The Chairperson-Elect assists the Chairperson as requested by the Chairperson and, in the absence, disability, or resignation of the Chairperson, functions as the Chairperson until the next election.

Section 5.04 Duties of the Past Chairperson

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The Past Chairperson assists the Chairperson as requested by the Chairperson, and in the absence, disability, or resignation of the Chairperson-Elect, functions as the Chairperson- Elect until the next election.

Section 5.05 Duties of Committee Chairpersons

The Committee Chairpersons shall be responsible for their respective standing and/or ad hoc committee assignments being met as outlined in Section 1.02 Purpose, Power and Authority.

ARTICLE 6 Standing Committees and Ad Hoc Committees

Section 6.01 Standing committees shall be designated by the Chairperson with the approval of the Behavioral Health Commission.

Section 6.02 Ad hoc committees may be appointed by the Chairperson as required to further the purpose, power and authority of the Behavioral Health Commission. These committees shall serve at the discretion of the Chairperson and confirmation of the Officers of the Behavioral Health Commission.

Section 6.03 Members of standing and ad hoc committees need not be Behavioral Health Commission members, except that the Behavioral Health Commission Chairperson shall designate Behavioral Health Commission members to serve on said committees.

Section 6.04 The standing and ad hoc committees shall be authorized to help carry out the duties and functions of the Behavioral Health Commission. The actions and recommendations of these committees shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members. The establishment and dissolution of all such committees not represented in the By-Laws shall be reported to the Board of Supervisors in the Behavioral Health Commission minutes.

Section 6.05 Pursuant to Welfare and Institutions Code section 5604.5(e), the Behavioral Health Commission shall have an executive committee comprising an odd numbers of members, three (3) members or more, including the Chairperson, the Chairperson-Elect, and all other members necessary to help carry out the duties and functions of the Behavioral Health Commission, particularly the annual report to the Board of Supervisors on the needs and performance of the County’s behavioral health

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system. The actions and recommendations of this committee shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members.

ARTICLE 7 Administrative Secretary

Section 7.01 The Director of Behavioral Health shall designate an employee of the Behavioral Health Bureau as his/her representative to be the Administrative Secretary.

Section 7.02 The Administrative Secretary shall:

a) Be responsible for final presentation of the minutes to the Behavioral Health Commission, the Board of Supervisors, and the County Administrative Officer;

b) Cause to be kept, a full and true record of all meetings of the Behavioral Health Commission;

c) Cause to be issued notices of regular and special meetings of the Behavioral Health Commission and all steps necessary to comply with the Brown Act;

d) Maintain a record of attendance of Behavioral Health Commission members;

e) Coordinate with the Clerk of the Board on the appointment and vacancy of Behavioral Health Commission members;

f) Coordinate collaboration with community members.

ARTICLE 8 Expenses

Section 8.01 The members of the Behavioral Health Commission may seek compensation for driving to and from Behavioral Health Commission meetings, and by seeking such compensation, understand this compensation will be reported as taxable income. Members may also seek reimbursement for reasonable expenses necessarily incurred to conduct official County business, including travel, lodging, childcare, and meals. Members must adhere to the County of Monterey's established Travel and Business Expense Reimbursement Policy. All such reimbursements for reasonable expenses must be approved in writing by the Behavioral Health Director before such expenses are incurred. Standard rates allowed County personnel shall be paid for reimbursement; all claims are subject to the approval by the County Auditor-Controller.

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ARTICLE 9 Rules of Order

Section 9.01 Except when State laws or regulations, County ordinances, County Counsel recommendation, or these By-Laws apply, procedures of the Behavioral Health Commission shall be governed by Robert's Rules of Order.

ARTICLE 10 Amendments

Section 10.01 These By-Laws may be amended by majority vote at any meeting called in accordance with the By-Laws provided notice of the proposed amendment was given, in advance, with the call for the meeting. Proposed amendments to the By-Laws shall be reviewed by County Counsel prior to the noticed meeting.

Section 10.02 These By-Laws, and any amendments thereto, shall take effect immediately upon their approval by the Board of Supervisors.

Original:	January 1995
Revised:	October 1996
	November 1996
	November 2004
	August 2007
	December 2009
	July 2010
	January 2018
	May 2025

Approved as to Legal Form:

By: _____
Office of County Counsel

Date: _____

Docusign Envelope ID: A84FF5CE-644F-465A-8C79-63F7A0E8DD17

MONTEREY COUNTY
BEHAVIORAL HEALTH COMMISSION
BY-LAWS

ARTICLE 1 Name, Purpose, Powers, and Authority

Section 1.01 Name

The name of this legislative body is the Monterey County Behavioral Health Commission ("Behavioral Health Commission"). The Behavioral Health Commission is the local advisory commission reviewing "behavioral health," meaning mental health and substance use disorder, needs and services in Monterey County pursuant to Welfare and Institutions Code Section 5604 by Resolutions Nos. 80-12 and 86-76 of the Board of Supervisors for the County of Monterey ("Board of Supervisors").

Section 1.02 Purpose, Powers, and Authority

Per Welfare and Institutions Code 5604.2:

a) The Behavioral Health Commission shall do all the following:

1) Review and evaluate the community's public behavioral health needs, services, facilities and special problems in any facility within the county or jurisdiction where behavioral health evaluations or services are being provided, including, but not limited to, schools, emergency departments, jail, juvenile hall, and psychiatric facilities;

2) Review any County agreements entered into pursuant to Welfare and Institutions Code Section 5650. The Behavioral Health Commission may make recommendations to the governing body regarding concerns identified within these agreements;

3) Advise the Board of Supervisors and the local Behavioral Health Director as to any aspect of the local behavioral health program. The Behavioral Health Commission may request assistance from the local patients' rights advocates when reviewing and advising on behavioral health evaluations or services provided in public facilities with limited access;

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4) Review and approve the procedures used to ensure citizen and professional involvement at all stages of the planning process. Involvement shall include individuals with lived experience of behavioral illness and their families, community members, advocacy organizations, and behavioral health professionals. It shall also include other professionals that interact with individuals living with behavioral illnesses on a daily basis, such as education, emergency services, employment, health care, housing, law enforcement, local business owners, social services, seniors, transportation, and veterans;

5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system;

6) Review and make recommendations on applicants for the appointment of the local Behavioral Health Director. The Behavioral Health Commission shall be included in the selection process prior to the vote of the Board of Supervisors;

7) Review and comment on the County's performance outcome data and communicate its findings to the California Behavioral Health Planning Council;

8) Nothing in this part shall be construed to limit the ability of the Board of Supervisors to transfer additional duties or authority to the Behavioral Health Commission.

b) Assessment of Realignment: It is the intent of the Legislature under Welfare and Institutes Code section 5604.2(b), that, as part of the duties pursuant to subdivision (a), the Behavioral Health Commission shall assess the impact of the realignment of services from the State to the County on services delivered to clients and on the local community.

Section 1.03 Behavioral Health Commission Member Responsibilities

The responsibilities of a Behavioral Health Commission member is to:

a) Function as an active and responsible member of the Behavioral Health Commission and attend all Behavioral Health Commission meetings;

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b) Participate in the deliberations and decisions of the Behavioral Health Commission;

c) Assume such responsibilities and undertake such actions as may be required by law, by the Articles and By-Laws of the Behavioral Health Commission, and/or by specific Behavioral Health Commission decisions and assignments specified in Section 5604 (a)-(f) of the Welfare and Institutions Code;

d) Accept responsibility for making informed decisions and policies by requesting accurate information, asking questions, probing, analyzing and, finally, supporting publicly the decisions made collaboratively;

e) Act as a consumer/community advocate for local behavioral health services;

f) Act as an official representative of the Behavioral Health Commission only with the formal sanction of the Behavioral Health Commission;

g) Serve on at least one subcommittee or task force, as needed, and attend community events and/or task force meetings, committing one (1) or more hours per month to Behavioral Health Commission activities;

h) Bring concerns regarding the Behavioral Health Commission's functioning to Behavioral Health Commission meetings where they can be dealt with openly and productively;

i) Work collaboratively within the defined structure of the Behavioral Health Commission and with local behavioral health staff to improve the delivery of behavioral health services in accordance with the official direction provided by the Board of Supervisors.

j) Complete all Clerk of the Board requirements for service on a Brown Act Commission, including mandatory Ethics training.

ARTICLE 2 Composition

Section 2.01 The Behavioral Health Commission shall consist of 17 members appointed by the Board of Supervisors.

a) Consumer, Family Member: Pursuant to Welfare and Institutions Code section 5604(a)(2)(B), at least 50% of the membership shall be consumers or the

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parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least 20% of the total membership shall be consumers, and at least 20% shall be family members of consumers. Effective January 1, 2025, one of these members shall be an individual who is 25 years of age or younger;

b) Veteran or Veteran Advocate. Pursuant to Welfare and Institutions Code section 5604(a)(2)(C), at least one member of the Behavioral Health Commission shall be a veteran or veteran advocate.The Department of Health shall notify the Monterey County Military & Veterans Affairs Office of a vacancy. “Veteran advocate” means a parent, spouse, or adult child of a veteran, or an individual who is part of a veterans organization, including the Veterans of Foreign Wars or the American Legion.

c) Employee of Local Education Agency. Pursuant to Welfare and Institutions Code section 5604(a)(2)(D) and effective January 1, 2025, at least one member of the Behavioral Health Commission shall be an employee of a local education agency. The Department of Health shall notify the Monterey County Office of Education of a vacancy;

d) Supervisor from the Board of Supervisors. The Board of Supervisors shall appoint one of its members to serve on the Behavioral Health Commission as a voting member and one of its members to serve as an alternative on the Behavioral Health Commission;

e) First Responder Member: The Board of Supervisors may appoint a local First Responder agency member in accordance with the provisions of this Article regarding the composition of the Behavioral Health Commission and as required by law. The local First Responder agency member shall be a voting member of the Behavioral Health Commission;

f) Other Members: The remaining members shall be selected from individuals who have experience with or knowledge of the local behavioral health system;

g) Associate Members: The Board of Supervisors may appoint up to five associate members between the ages of 15 and 18 years to bring the perspectives of youth to the Behavioral Health Commission. These associates will have no voting privileges but will have the right to participate in all other matters of the board, with the exception of training conducted in areas outside the County. Associate Members shall not be counted for purposes of establishing a quorum. Associate

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Members shall observe all rules, regulations and policies applicable to members. The members of this class serve a term of one year. Terms will expire on December 31 of each year;

h) Non-Voting Members: The Behavioral Health Commission will also consist of Non- Voting Behavioral Health Commission Members ("Non-Voting Members"), with no more than one member from each supervisorial district. Interested community members shall be considered for appointment as Non-Voting Members whenever there are no current vacancies on the Behavioral Health Commission. The process for appointment of Non- Voting Members shall be the same as for Behavioral Health Commission members. Non-Voting Members' responsibilities shall be the same as Behavioral Health Commission members, as described in Section 1.03 above. Non-Voting Members shall be allowed to sit with the Behavioral Health Commission and participate in discussions of agenda items, but shall not be allowed to move, second, or vote on any matter coming before the Behavioral Health Commission or any committee of the Behavioral Health Commission. A Non-Voting Member may not be elected as an officer of the Behavioral Health Commission. Non-Voting Members shall not be counted for purposes of establishing a quorum. Non-Voting Members shall observe all rules, regulations and policies applicable to members.

Section 2.02 The Behavioral Health Commission shall make every effort to ensure that the composition of the Behavioral Health Commission represents the demographics of the County as a whole, to the extent feasible. When a Commission member resigns or is not reappointed, the Behavioral Health Commission shall remind the appointing power of Welfare and Institutions Code Section 5604.5(b) which states that the Behavioral Health Commission By-Laws shall, "Ensure that the composition of the behavioral health board represents the demographics of the county as a whole, to the extent feasible," and Section 5604(a) which states that, "The board membership should reflect the ethnic diversity of the client population in the county to the extent possible."

Section 2.03 Consistent with Welfare and Institutions Code Section 5604(d):

a) Except as provided in paragraph (b), no member of the Behavioral Health Commission or his or her spouse shall be a full-time or part-time employee of the Behavioral Health Bureau, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a behavioral health contract agency;

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b) A consumer of behavioral health services who has obtained employment with an employer described in paragraph (a) and who holds a position in which he or she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning his or her employer that may come before the Behavioral Health Commission.

Section 2.04 Consistent with Welfare and Institutions Code Section 5604(e), members of the Behavioral Health Commission shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

Section 2.05 The Behavioral Health Commission, consistent with Welfare and Institutions Code 5604(a)(2), "may recommend appointees to the county supervisors." Under the same section, 5604(a)(2), "Counties are encouraged to appoint individuals who have experience with and knowledge of the local behavioral health system."

Section 2.06 Members of the Behavioral Health Commission shall receive no compensation for their services except as provided for under Article 8, Section 8.01.

ARTICLE 3 Terms of Office (Vacancies and Replacements)

Section 3.01 Terms of Office

The term of each member of the Behavioral Health Commission shall be three years. The terms of the members shall be staggered so that the terms of at least five members appointed by the individual Supervisors expire each year. The terms shall run from June 1 of the year of appointment until May 31 three years later.

Section 3.02 Vacancies and Replacements

a) A vacancy shall exist based on the occurrence of any of the following:

1) When a member submits a written resignation to the Behavioral Health Commission Chairperson and the appointing Supervisor accepts the resignation in writing;

2) When a member is absent a total of four (4) meetings in a calendar year;

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3) When a member is absent from two (2) meetings in a calendar year without providing prior notification of each absence to the Commission Secretary by noon on the Wednesday before the scheduled meeting;

4) When a member's death, disability, or any other circumstances prevents him/her from completing a term;

5) When a member's term has expired;

6) When a member no longer resides in the County, or otherwise does not meet the qualifications of appointment.

b) Upon majority recommendation of the Behavioral Health Commission, any member may be removed from office by a majority vote of the Board of Supervisors favoring such removal.

c) When a prospective vacancy is imminent, or when a member resigns, the Behavioral Health Commission Chairperson shall forthwith notify the Board of Supervisors in writing. If the vacancy is for the position of Veteran Advocate, the Department of Health shall notify the Monterey County Military & Veterans Affairs Office of the vacancy, pursuant to Welfare and Institutions Code section 5406(a)(2).

Section 3.03 Leave of Absence

A member may request a "leave of absence" from the Behavioral Health Commission consisting of more than two consecutive absences or more than three absences in a calendar year. Requests for a leave of absence shall be submitted in writing to the Chairperson who will submit the request to the Behavioral Health Commission at its next regularly scheduled meeting. Majority recommendation of the Behavioral Health Commission will be communicated to the appointing Supervisor who will make the final decision. Factors taken into account by the Behavioral Health Commission in reviewing a request for leave of absence will include the number of vacancies on the Behavioral Health Commission at that time and the requesting member's past history of attendance. A leave of absence will only be considered by the Behavioral Health Commission if the reason for the leave is due to an emergency, extraordinary or extenuating circumstance and the member is able to offer a definite date of return to Behavioral Health Commission business.

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The Behavioral Health Commission may grant a member a leave of absence not to exceed 6 months. To grant such a leave, the Chairperson shall announce it at a Behavioral Health Commission meeting and notify the appointing Supervisor. The leave of absence will become effective at the meeting at which it is announced. The leave of absence waives the limitation of other types of absences stated in this Article. If the member's term expires during a leave of absence, the member must reapply for membership to the Behavioral Health Commission.

ARTICLE 4 Meetings

Section 4.01 The Behavioral Health Commission shall meet a minimum of ten times a year. Regular meetings shall not be scheduled in July and December. Regular meetings shall be held during the last week of each calendar month at 5:30 p.m. The meeting place shall be moved around the County, at various sites in different parts of the County. In September of each calendar year, the Behavioral Health Commission shall set the date and place of its regularly scheduled meetings for the upcoming calendar year. Subsequent Public Notice of the yearly calendar shall be made thereafter.

Any amendment to the time and place of the regularly scheduled meetings of the Behavioral Health Commission shall be determined by a majority vote of the Behavioral Health Commission. All Behavioral Health Commission meetings shall be held at locations freely accessible to all members of the public.

Section 4.02 The agenda of the regular meetings of the Behavioral Health Commission shall be posted in a place available to the public at least 72 hours prior to the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed, and no action is to be taken on non-agenda items unless:

a) By a majority vote a determination is made that an emergency situation exists (emergency situation means work stoppage or other activity which severely impairs health, safety or both, or a crippling disaster which severely impairs public health, safety or both);

b) By a determination of two thirds of the members, or if less than two thirds of the members are present, then by a unanimous vote of the members present, that the need to take action arose subsequent to the agenda being posted;

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c) By the item being continued from a prior meeting held less than five days previously, at which time the item was posted.

Section 4.03 Every agenda shall provide an opportunity for members of the public to directly address the Behavioral Health Commission on items of interest to the public that are within the subject matter jurisdiction of the Behavioral Health Commission. The Behavioral Health Commission may make reasonable rules and regulations limiting the time allocated for public testimony on issues and for each individual speaker.

Section 4.04 A special meeting may be called, consistent with the Brown Act, at any time by either the Chairperson of the Behavioral Health Commission or a majority of its members. This shall be done by delivering personally, or by mail, written notice to each member and each local newspaper, radio, or TV station which requests written notice. That notice must be received at least 24 hours prior to the meeting. The notice shall include the time and place of the meeting and the business to be transacted. No other business shall be considered at these meetings. In the case of an emergency situation, the Behavioral Health Commission may hold an emergency meeting without compliance within the 24-hour notice requirement. The Behavioral Health Commission must, however, attempt to notify by telephone, at least one hour prior to the start of the meeting, any media that has requested notice of special meetings.

Section 4.05 No meeting excluding the public may be held without first advising County Counsel of the specific purpose or purposes of such meetings and receiving written advice from County Counsel that it is legal to hold such a session or meeting.

Section 4.06 Behavioral Health Commission action may be taken by a majority of those present and voting and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance.

Section 4.07 A quorum shall be defined as one person more than one-half of the appointed members. When the number of appointed members is an odd number, this requirement is satisfied by dividing the number of appointed members in half, and then rounding that quotient to the next whole number. The definition of appointed members excludes unfilled positions, including partially appointed members who have not completed all requirements of the Clerk of the Board’s Office, such as mandated Ethics training, and those positions vacated by resignation or removal. A quorum must be present for any Behavioral Health Commission action.

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ARTICLE 5 Officers

Section 5.01 Officers

a) All members of the Behavioral Health Commission shall be eligible to be elected officers of the Behavioral Health Commission;

b) The officers of the Behavioral Health Commission shall be Chairperson, Chairperson- Elect, Past Chairperson, and Committee Chairpersons;

c) The Chairperson-Elect shall be elected during the first meeting of the calendar year in which the Chairperson begins their two-year term, to serve as Chairperson-Elect for a two-year term before assuming the Chairperson role, unless the Chairperson is re-elected. In the event that the Chairperson-Elect's seat becomes vacant, a special election shall be held at the next feasible meeting to elect a new Chairperson-Elect to serve the remainder of the term.

d) The Chairperson shall serve for two years. ~~The Chairperson may run for re-election at the annual election;~~ The Chairperson may run for re-election at the conclusion of the two-year term. If the Chairperson's position becomes vacant, the Chairperson-Elect shall assume the Chairperson role immediately to serve the remainder of the term, and a new Chairperson-Elect shall be elected as outlined in Section 5.01, d).

e) Officers to serve as Committee Chairpersons shall be elected during the first meeting of the calendar year or at any time when the Chairperson proposes to form a Committee to carry out the responsibilities of the Commission, shall serve for one year, and may run for re-election at the annual election.

Section 5.02 Duties of the Chairperson

a) The Chairperson shall be the Chief Executive Officer of the Behavioral Health Commission and preside at all general membership;

b) The Chairperson shall establish the agenda for Behavioral Health Commission meetings;

c) The Chairperson is responsible for interpretation, implementation, and enforcement of the By-Laws; sets policies in accordance with the By-Laws, and recommends policies to the Behavioral Health Commission for approval;

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d) The Chairperson is the official spokesperson for the Behavioral Health Commission;

e) The Chairperson shall be in consultation with the local Behavioral Health Director;

f) The Chairperson shall appoint standing committees and act as an ex-officio member of each of these committees;

g) The Chairperson shall have the authority to appoint all appointive positions, committees and committee members not otherwise provided for, and may call on any Officer of the Commission for assistance in the implementation of the duties assigned to the Officers, or the general membership of the Behavioral Health Commission;

h) The Chairperson shall sign all official documents approved by the Behavioral Health Commission or delegate such responsibility as necessary to staff, and shall initiate and pursue communication with members and outside individuals, organizations, agencies or other entities, as may be required;

i) The Chairperson is ultimately responsible for the production of, and submission to, the Board of Supervisors and the County Administrative Officer, by July 30 of each year, a short, concise, annual report which shall contain a summary of the Behavioral Health Commission's preceding fiscal years' activities and projects, a list of individual Behavioral Health Commission members and their responsibilities with the Behavioral Health Commission, and any other information requested by the Board of Supervisors;

j) The Chairperson shall attend the State wide annual meeting of the California Association of Local Behavioral Health Boards and Commissions. If the Chairperson is unable to attend the aforementioned meeting, the Chairperson shall appoint another Officer of the Commission to attend said meeting.

Section 5.03 Duties of the Chairperson-Elect

The Chairperson-Elect assists the Chairperson as requested by the Chairperson and, in the absence, disability, or resignation of the Chairperson, functions as the Chairperson until the next election.

Section 5.04 Duties of the Past Chairperson

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The Past Chairperson assists the Chairperson as requested by the Chairperson, and in the absence, disability, or resignation of the Chairperson-Elect, functions as the Chairperson- Elect until the next election.

Section 5.05 Duties of Committee Chairpersons

The Committee Chairpersons shall be responsible for their respective standing and/or ad hoc committee assignments being met as outlined in Section 1.02 Purpose, Power and Authority.

ARTICLE 6 Standing Committees and Ad Hoc Committees

Section 6.01 Standing committees shall be designated by the Chairperson with the approval of the Behavioral Health Commission.

Section 6.02 Ad hoc committees may be appointed by the Chairperson as required to further the purpose, power and authority of the Behavioral Health Commission. These committees shall serve at the discretion of the Chairperson and confirmation of the Officers of the Behavioral Health Commission.

Section 6.03 Members of standing and ad hoc committees need not be Behavioral Health Commission members, except that the Behavioral Health Commission Chairperson shall designate Behavioral Health Commission members to serve on said committees.

Section 6.04 The standing and ad hoc committees shall be authorized to help carry out the duties and functions of the Behavioral Health Commission. The actions and recommendations of these committees shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members. The establishment and dissolution of all such committees not represented in the By-Laws shall be reported to the Board of Supervisors in the Behavioral Health Commission minutes.

Section 6.05 Pursuant to Welfare and Institutions Code section 5604.5(e), the Behavioral Health Commission shall have an executive committee comprising an odd numbers of members, three (3) members or more, including the Chairperson, the Chairperson-Elect, and all other members necessary to help carry out the duties and functions of the Behavioral Health Commission, particularly the annual report to the Board of Supervisors on the needs and performance of the County’s behavioral health

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system. The actions and recommendations of this committee shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members.

ARTICLE 7 Administrative Secretary

Section 7.01 The Director of Behavioral Health shall designate an employee of the Behavioral Health Bureau as his/her representative to be the Administrative Secretary.

Section 7.02 The Administrative Secretary shall:

a) Be responsible for final presentation of the minutes to the Behavioral Health Commission, the Board of Supervisors, and the County Administrative Officer;

b) Cause to be kept, a full and true record of all meetings of the Behavioral Health Commission;

c) Cause to be issued notices of regular and special meetings of the Behavioral Health Commission and all steps necessary to comply with the Brown Act;

d) Maintain a record of attendance of Behavioral Health Commission members;

e) Coordinate with the Clerk of the Board on the appointment and vacancy of Behavioral Health Commission members;

f) Coordinate collaboration with community members.

ARTICLE 8 Expenses

Section 8.01 The members of the Behavioral Health Commission may seek compensation for driving to and from Behavioral Health Commission meetings, and by seeking such compensation, understand this compensation will be reported as taxable income. Members may also seek reimbursement for reasonable expenses necessarily incurred to conduct official County business, including travel, lodging, childcare, and meals. Members must adhere to the County of Monterey's established Travel and Business Expense Reimbursement Policy. All such reimbursements for reasonable expenses must be approved in writing by the Behavioral Health Director before such expenses are incurred. Standard rates allowed County personnel shall be paid for reimbursement; all claims are subject to the approval by the County Auditor-Controller.

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ARTICLE 9 Rules of Order

Section 9.01 Except when State laws or regulations, County ordinances, County Counsel recommendation, or these By-Laws apply, procedures of the Behavioral Health Commission shall be governed by Robert's Rules of Order.

ARTICLE 10 Amendments

Section 10.01 These By-Laws may be amended by majority vote at any meeting called in accordance with the By-Laws provided notice of the proposed amendment was given, in advance, with the call for the meeting. Proposed amendments to the By-Laws shall be reviewed by County Counsel prior to the noticed meeting.

Section 10.02 These By-Laws, and any amendments thereto, shall take effect immediately upon their approval by the Board of Supervisors.

Original:	January 1995
Revised:	October 1996
	November 1996
	November 2004
	August 2007
	December 2009
	July 2010
	January 2018
	May 2025

Approved as to Legal Form:

By: _____
Office of County Counsel

Date: _____

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MONTEREY COUNTY
BEHAVIORAL HEALTH COMMISSION
BY-LAWS

ARTICLE 1 Name, Purpose, Powers, and Authority

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5) Submit an annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system;

6) Review and make recommendations on applicants for the appointment of the local Behavioral Health Director. The Behavioral Health Commission shall be included in the selection process prior to the vote of the Board of Supervisors;

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b) Assessment of Realignment: It is the intent of the Legislature under Welfare and Institutes Code section 5604.2(b), that, as part of the duties pursuant to subdivision (a), the Behavioral Health Commission shall assess the impact of the realignment of services from the State to the County on services delivered to clients and on the local community.

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b) Participate in the deliberations and decisions of the Behavioral Health Commission;

c) Assume such responsibilities and undertake such actions as may be required by law, by the Articles and By-Laws of the Behavioral Health Commission, and/or by specific Behavioral Health Commission decisions and assignments specified in Section 5604 (a)-(f) of the Welfare and Institutions Code;

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parents, spouses, siblings, or adult children of consumers, who are receiving or have received behavioral health services. At least 20% of the total membership shall be consumers, and at least 20% shall be family members of consumers. Effective January 1, 2025, one of these members shall be an individual who is 25 years of age or younger;

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Members shall observe all rules, regulations and policies applicable to members. The members of this class serve a term of one year. Terms will expire on December 31 of each year;

h) Non-Voting Members: The Behavioral Health Commission will also consist of Non- Voting Behavioral Health Commission Members ("Non-Voting Members"), with no more than one member from each supervisorial district. Interested community members shall be considered for appointment as Non-Voting Members whenever there are no current vacancies on the Behavioral Health Commission. The process for appointment of Non- Voting Members shall be the same as for Behavioral Health Commission members. Non-Voting Members' responsibilities shall be the same as Behavioral Health Commission members, as described in Section 1.03 above. Non-Voting Members shall be allowed to sit with the Behavioral Health Commission and participate in discussions of agenda items, but shall not be allowed to move, second, or vote on any matter coming before the Behavioral Health Commission or any committee of the Behavioral Health Commission. A Non-Voting Member may not be elected as an officer of the Behavioral Health Commission. Non-Voting Members shall not be counted for purposes of establishing a quorum. Non-Voting Members shall observe all rules, regulations and policies applicable to members.

Section 2.02 The Behavioral Health Commission shall make every effort to ensure that the composition of the Behavioral Health Commission represents the demographics of the County as a whole, to the extent feasible. When a Commission member resigns or is not reappointed, the Behavioral Health Commission shall remind the appointing power of Welfare and Institutions Code Section 5604.5(b) which states that the Behavioral Health Commission By-Laws shall, "Ensure that the composition of the behavioral health board represents the demographics of the county as a whole, to the extent feasible," and Section 5604(a) which states that, "The board membership should reflect the ethnic diversity of the client population in the county to the extent possible."

Section 2.03 Consistent with Welfare and Institutions Code Section 5604(d):

a) Except as provided in paragraph (b), no member of the Behavioral Health Commission or his or her spouse shall be a full-time or part-time employee of the Behavioral Health Bureau, an employee of the State Department of Health Care Services, or an employee of, or a paid member of the governing body of, a behavioral health contract agency;

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b) A consumer of behavioral health services who has obtained employment with an employer described in paragraph (a) and who holds a position in which he or she does not have any interest, influence, or authority over any financial or contractual matter concerning the employer may be appointed to the board. The member shall abstain from voting on any financial or contractual issue concerning his or her employer that may come before the Behavioral Health Commission.

Section 2.04 Consistent with Welfare and Institutions Code Section 5604(e), members of the Behavioral Health Commission shall abstain from voting on any issue in which the member has a financial interest as defined in Section 87103 of the Government Code.

Section 2.05 The Behavioral Health Commission, consistent with Welfare and Institutions Code 5604(a)(2), "may recommend appointees to the county supervisors." Under the same section, 5604(a)(2), "Counties are encouraged to appoint individuals who have experience with and knowledge of the local behavioral health system."

Section 2.06 Members of the Behavioral Health Commission shall receive no compensation for their services except as provided for under Article 8, Section 8.01.

ARTICLE 3 Terms of Office (Vacancies and Replacements)

Section 3.01 Terms of Office

The term of each member of the Behavioral Health Commission shall be three years. The terms of the members shall be staggered so that the terms of at least five members appointed by the individual Supervisors expire each year. The terms shall run from June 1 of the year of appointment until May 31 three years later.

Section 3.02 Vacancies and Replacements

a) A vacancy shall exist based on the occurrence of any of the following:

1) When a member submits a written resignation to the Behavioral Health Commission Chairperson and the appointing Supervisor accepts the resignation in writing;

2) When a member is absent a total of four (4) meetings in a calendar year;

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3) When a member is absent from two (2) meetings in a calendar year without providing prior notification of each absence to the Commission Secretary by noon on the Wednesday before the scheduled meeting;

4) When a member's death, disability, or any other circumstances prevents him/her from completing a term;

5) When a member's term has expired;

6) When a member no longer resides in the County, or otherwise does not meet the qualifications of appointment.

b) Upon majority recommendation of the Behavioral Health Commission, any member may be removed from office by a majority vote of the Board of Supervisors favoring such removal.

c) When a prospective vacancy is imminent, or when a member resigns, the Behavioral Health Commission Chairperson shall forthwith notify the Board of Supervisors in writing. If the vacancy is for the position of Veteran Advocate, the Department of Health shall notify the Monterey County Military & Veterans Affairs Office of the vacancy, pursuant to Welfare and Institutions Code section 5406(a)(2).

Section 3.03 Leave of Absence

A member may request a "leave of absence" from the Behavioral Health Commission consisting of more than two consecutive absences or more than three absences in a calendar year. Requests for a leave of absence shall be submitted in writing to the Chairperson who will submit the request to the Behavioral Health Commission at its next regularly scheduled meeting. Majority recommendation of the Behavioral Health Commission will be communicated to the appointing Supervisor who will make the final decision. Factors taken into account by the Behavioral Health Commission in reviewing a request for leave of absence will include the number of vacancies on the Behavioral Health Commission at that time and the requesting member's past history of attendance. A leave of absence will only be considered by the Behavioral Health Commission if the reason for the leave is due to an emergency, extraordinary or extenuating circumstance and the member is able to offer a definite date of return to Behavioral Health Commission business.

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The Behavioral Health Commission may grant a member a leave of absence not to exceed 6 months. To grant such a leave, the Chairperson shall announce it at a Behavioral Health Commission meeting and notify the appointing Supervisor. The leave of absence will become effective at the meeting at which it is announced. The leave of absence waives the limitation of other types of absences stated in this Article. If the member's term expires during a leave of absence, the member must reapply for membership to the Behavioral Health Commission.

ARTICLE 4 Meetings

Section 4.01 The Behavioral Health Commission shall meet a minimum of ten times a year. Regular meetings shall not be scheduled in July and December. Regular meetings shall be held during the last week of each calendar month at 5:30 p.m. The meeting place shall be moved around the County, at various sites in different parts of the County. In September of each calendar year, the Behavioral Health Commission shall set the date and place of its regularly scheduled meetings for the upcoming calendar year. Subsequent Public Notice of the yearly calendar shall be made thereafter.

Any amendment to the time and place of the regularly scheduled meetings of the Behavioral Health Commission shall be determined by a majority vote of the Behavioral Health Commission. All Behavioral Health Commission meetings shall be held at locations freely accessible to all members of the public.

Section 4.02 The agenda of the regular meetings of the Behavioral Health Commission shall be posted in a place available to the public at least 72 hours prior to the meeting. The agenda shall contain a brief general description of each item of business to be transacted or discussed, and no action is to be taken on non-agenda items unless:

a) By a majority vote a determination is made that an emergency situation exists (emergency situation means work stoppage or other activity which severely impairs health, safety or both, or a crippling disaster which severely impairs public health, safety or both);

b) By a determination of two thirds of the members, or if less than two thirds of the members are present, then by a unanimous vote of the members present, that the need to take action arose subsequent to the agenda being posted;

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c) By the item being continued from a prior meeting held less than five days previously, at which time the item was posted.

Section 4.03 Every agenda shall provide an opportunity for members of the public to directly address the Behavioral Health Commission on items of interest to the public that are within the subject matter jurisdiction of the Behavioral Health Commission. The Behavioral Health Commission may make reasonable rules and regulations limiting the time allocated for public testimony on issues and for each individual speaker.

Section 4.04 A special meeting may be called, consistent with the Brown Act, at any time by either the Chairperson of the Behavioral Health Commission or a majority of its members. This shall be done by delivering personally, or by mail, written notice to each member and each local newspaper, radio, or TV station which requests written notice. That notice must be received at least 24 hours prior to the meeting. The notice shall include the time and place of the meeting and the business to be transacted. No other business shall be considered at these meetings. In the case of an emergency situation, the Behavioral Health Commission may hold an emergency meeting without compliance within the 24-hour notice requirement. The Behavioral Health Commission must, however, attempt to notify by telephone, at least one hour prior to the start of the meeting, any media that has requested notice of special meetings.

Section 4.05 No meeting excluding the public may be held without first advising County Counsel of the specific purpose or purposes of such meetings and receiving written advice from County Counsel that it is legal to hold such a session or meeting.

Section 4.06 Behavioral Health Commission action may be taken by a majority of those present and voting and by no less than a majority of a quorum. A roll call vote shall be taken when requested by any member in attendance.

Section 4.07 A quorum shall be defined as one person more than one-half of the appointed members. When the number of appointed members is an odd number, this requirement is satisfied by dividing the number of appointed members in half, and then rounding that quotient to the next whole number. The definition of appointed members excludes unfilled positions, including partially appointed members who have not completed all requirements of the Clerk of the Board’s Office, such as mandated Ethics training, and those positions vacated by resignation or removal. A quorum must be present for any Behavioral Health Commission action.

ARTICLE 5 Officers

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Section 5.01 Officers

a) All members of the Behavioral Health Commission shall be eligible to be elected officers of the Behavioral Health Commission;

b) The officers of the Behavioral Health Commission shall be Chairperson, Chairperson- Elect, Past Chairperson, and Committee Chairpersons;

c) The Chairperson-Elect shall be elected during the first meeting of the calendar year.

d) The Chairperson shall serve for two years. The Chairperson may run for re-election at the annual election;

e) Officers to serve as Committee Chairpersons shall be elected during the first meeting of the calendar year or at any time when the Chairperson proposes to form a Committee to carry out the responsibilities of the Commission, shall serve for one year, and may run for re-election at the annual election.

Section 5.02 Duties of the Chairperson

a) The Chairperson shall be the Chief Executive Officer of the Behavioral Health Commission and preside at all general membership;

b) The Chairperson shall establish the agenda for Behavioral Health Commission meetings;

c) The Chairperson is responsible for interpretation, implementation, and enforcement of the By-Laws; sets policies in accordance with the By-Laws, and recommends policies to the Behavioral Health Commission for approval;

d) The Chairperson is the official spokesperson for the Behavioral Health Commission;

e) The Chairperson shall be in consultation with the local Behavioral Health Director;

f) The Chairperson shall appoint standing committees and act as an ex-officio member of each of these committees;

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g) The Chairperson shall have the authority to appoint all appointive positions, committees and committee members not otherwise provided for, and may call on any Officer of the Commission for assistance in the implementation of the duties assigned to the Officers, or the general membership of the Behavioral Health Commission;

h) The Chairperson shall sign all official documents approved by the Behavioral Health Commission or delegate such responsibility as necessary to staff, and shall initiate and pursue communication with members and outside individuals, organizations, agencies or other entities, as may be required;

i) The Chairperson is ultimately responsible for the production of, and submission to, the Board of Supervisors and the County Administrative Officer, by July 30 of each year, a short, concise, annual report which shall contain a summary of the Behavioral Health Commission's preceding fiscal years' activities and projects, a list of individual Behavioral Health Commission members and their responsibilities with the Behavioral Health Commission, and any other information requested by the Board of Supervisors;

j) The Chairperson shall attend the State wide annual meeting of the California Association of Local Behavioral Health Boards and Commissions. If the Chairperson is unable to attend the aforementioned meeting, the Chairperson shall appoint another Officer of the Commission to attend said meeting.

Section 5.03 Duties of the Chairperson-Elect

The Chairperson-Elect assists the Chairperson as requested by the Chairperson and, in the absence, disability, or resignation of the Chairperson, functions as the Chairperson until the next election.

Section 5.04 Duties of the Past Chairperson

The Past Chairperson assists the Chairperson as requested by the Chairperson, and in the absence, disability, or resignation of the Chairperson-Elect, functions as the Chairperson- Elect until the next election.

Section 5.05 Duties of Committee Chairpersons

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The Committee Chairpersons shall be responsible for their respective standing and/or ad hoc committee assignments being met as outlined in Section 1.02 Purpose, Power and Authority.

ARTICLE 6 Standing Committees and Ad Hoc Committees

Section 6.01 Standing committees shall be designated by the Chairperson with the approval of the Behavioral Health Commission.

Section 6.02 Ad hoc committees may be appointed by the Chairperson as required to further the purpose, power and authority of the Behavioral Health Commission. These committees shall serve at the discretion of the Chairperson and confirmation of the Officers of the Behavioral Health Commission.

Section 6.03 Members of standing and ad hoc committees need not be Behavioral Health Commission members, except that the Behavioral Health Commission Chairperson shall designate Behavioral Health Commission members to serve on said committees.

Section 6.04 The standing and ad hoc committees shall be authorized to help carry out the duties and functions of the Behavioral Health Commission. The actions and recommendations of these committees shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members. The establishment and dissolution of all such committees not represented in the By-Laws shall be reported to the Board of Supervisors in the Behavioral Health Commission minutes.

Section 6.05 Pursuant to Welfare and Institutions Code section 5604.5(e), the Behavioral Health Commission shall have an executive committee comprising an odd numbers of members, three (3) members or more, including the Chairperson, the Chairperson-Elect, and all other members necessary to help carry out the duties and functions of the Behavioral Health Commission, particularly the annual report to the Board of Supervisors on the needs and performance of the County's behavioral health system. The actions and recommendations of this committee shall not be deemed the action of the Behavioral Health Commission and shall in no way bind the Behavioral Health Commission and its members.

ARTICLE 7 Administrative Secretary

Section 7.01 The Director of Behavioral Health shall designate an employee of

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the Behavioral Health Bureau as his/her representative to be the Administrative Secretary.

Section 7.02 The Administrative Secretary shall:

a) Be responsible for final presentation of the minutes to the Behavioral Health Commission, the Board of Supervisors, and the County Administrative Officer;

b) Cause to be kept, a full and true record of all meetings of the Behavioral Health Commission;

c) Cause to be issued notices of regular and special meetings of the Behavioral Health Commission and all steps necessary to comply with the Brown Act;

d) Maintain a record of attendance of Behavioral Health Commission members;

e) Coordinate with the Clerk of the Board on the appointment and vacancy of Behavioral Health Commission members;

f) Coordinate collaboration with community members.

ARTICLE 8 Expenses

Section 8.01 The members of the Behavioral Health Commission may seek compensation for driving to and from Behavioral Health Commission meetings, and by seeking such compensation, understand this compensation will be reported as taxable income. Members may also seek reimbursement for reasonable expenses necessarily incurred to conduct official County business, including travel, lodging, childcare, and meals. Members must adhere to the County of Monterey's established Travel and Business Expense Reimbursement Policy. All such reimbursements for reasonable expenses must be approved in writing by the Behavioral Health Director before such expenses are incurred. Standard rates allowed County personnel shall be paid for reimbursement; all claims are subject to the approval by the County Auditor-Controller.

ARTICLE 9 Rules of Order

Section 9.01 Except when State laws or regulations, County ordinances, County Counsel recommendation, or these By-Laws apply, procedures of the Behavioral Health Commission shall be governed by Robert's Rules of Order.

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ARTICLE 10 Amendments

Section 10.01 These By-Laws may be amended by majority vote at any meeting called in accordance with the By-Laws provided notice of the proposed amendment was given, in advance, with the call for the meeting. Proposed amendments to the By-Laws shall be reviewed by County Counsel prior to the noticed meeting.

Section 10.02 These By-Laws, and any amendments thereto, shall take effect immediately upon their approval by the Board of Supervisors.

Original:	January 1995
Revised:	October 1996
	November 1996
	November 2004
	August 2007
	December 2009
	July 2010
	January 2018
	May 2025

Approved as to Legal Form:

By: _____
Office of County Counsel

Date: _____

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COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
First Alarm

_____,

(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: 24-hour monitoring Intrusion/Burglar Alarm system services, leasing of equipment at the Behavioral Health WIC building, located at 1611 Bunker Hill Way, Ste. 120., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

2.0 PAYMENT PROVISIONS:

2.01 County shall pay the CONTRACTOR in accordance with the payment provisions set forth in **Exhibit A**, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of: **$** 23,885.66

3.0 TERM OF AGREEMENT:

3.01 The term of this Agreement is from Upon Execution to September 30, 2028, 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: Prior Agreement

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5.0 PERFORMANCE STANDARDS:

5.01 CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02 CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

5.03 CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6.0 PAYMENT CONDITIONS:

6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.

6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.

6.03 Invoice amounts shall be billed directly to the ordering department.

6.04 CONTRACTOR shall submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice. The County shall certify the invoice, either in the requested amount or in such other amount as the County approves in conformity with this Agreement and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.05 CONTRACTOR shall not receive reimbursement for mileage or travel expenses unless set forth in this Agreement.

7.0 TERMINATION:

7.01 During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

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7.02 The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 INDEMNIFICATION:

CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE REQUIREMENTS:

9.01 **Evidence of Coverage:** Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition, the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

9.03 **Insurance Coverage Requirements:** Without limiting CONTRACTOR's duty to

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indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial General Liability Insurance: including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broad form Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.
(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.
(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Workers' Compensation Insurance: if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.
(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Professional Liability Insurance: if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.
(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

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9.04 **Other Requirements:**

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the auto liability policy for liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Contractor. Auto liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance.

The County of Monterey, its officers, officials, employees, agents, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, agents, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Workers' Compensation Waiver of Subrogation:

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials,

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employees, agents, or volunteers.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance and endorsements with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect. CONTRACTOR shall always during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10.0 RECORDS AND CONFIDENTIALITY:

10.01 **Confidentiality:** CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.

10.02 **County Records:** When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.

10.03 **Maintenance of Records:** CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after reciept of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three-year period, then CONTRACTOR shall retain said records until such action is resolved.

10.04 **Access to and Audit of Records:** The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of $10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining

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to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.

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

10.06 **Format of Deliverables:** For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

11.0 NON-DISCRIMINATION:

11.01 During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

13.01 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses,

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pay all charges and fees, and give all notices require by law in the performance of the Services.

13.02 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

13.03 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability which County may incur because of CONTRACTOR's failure to pay such taxes.

15.0 NOTICES:

Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	**FOR CONTRACTOR:**
Chris LeVenton, Facilities Operation Manager	Jarl Saal, Executive Chair
Name and Title	Name and Title
1270 Natividad Rd. Salinas, Ca. 93906	1111 Estates Drive, Aptos, CA 95003
Address	Address
831.755.4513	831-476-1111
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: _____

Chief Contracts & Procurement Officer

Date: _____

By: _____

Department Head (if applicable)

Date: _____

Approved as to Form
Office of the County Counsel[1]
Susan K. Blitch, County Counsel

By: DocuSigned by: Stacy Saetta C0ECE1B99F444A9... Stacy Saetta

County Counsel

Chief Deputy County Counsel

Date: 11/19/2025 | 8:31 AM PST

Approved as to Fiscal Provisions

By: DocuSigned by: Patricia Ruiz E79EF64E5745F6... Patricia Ruiz

Auditor/Controller

Auditor Controller Analyst I

Date: 11/20/2025 | 9:41 AM PST

Reviewed as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____

David Bolton, Risk Manager

Date: _____

CONTRACTOR

First Alarm

Contractor/Business Name *

By: Jim Norkoli Digitally signed by Jim Norkoli DN: C=US, E=jnorkoli@firstalarm.com, O=First Alarm, OU=President, CN=Jim Norkoli Date: 2025.11.13 12:49:48-08'00'

(Signature of Chair, President, or Vice-President)

Jim Norkoli, President

Name and Title

Date: 13 November 2025

By: Jarl Saal Digitally signed by Jarl Saal DN: C=US, E=jsaal@firstalarm.com, O=Denalect, OU="President ", CN=Jarl Saal Date: 2025.11.13 12:51:19-08'00'

(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)

Jarl Saal, Treasurer/Secretary

Name and Title

Date: 13 November 2025

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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ADDENDUM NO. 1

TO AGREEMENT BY AND BETWEEN COUNTY OF MONTEREY
AND FIRST ALARM, A CALIFORNIA CORPORATION.

This Addendum No. 1 amends, modifies, and supplements the County of Monterey Agreement by and between the **COUNTY OF MONTEREY**, a political subdivision of the State of California (hereinafter "County") and **FIRST ALARM** (hereinafter "CONTRACTOR"). This Addendum No. 1 has the full force and effect as if set forth within the Agreement and is incorporated by reference and made a part of the Agreement. Notwithstanding the provision of Section 16.16 of the Agreement, to the extent that any of the terms or conditions contained in this Addendum No. 1 may contradict or conflict with any of the terms and conditions of the Agreement, it is expressly understood and agreed that the terms and conditions of this Addendum No. 1 shall take precedence and supersede the Agreement.

NOW, THEREFORE, COUNTY and CONTRACTOR agree that the Agreement terms and conditions shall be amended, modified, and supplemented as follows:

1. Section 1.0, GENERAL DESCRIPTION, of the Agreement shall be amended and restated as follows:

"1.0 GENERAL DESCRIPTION; TERMINATION OF PRIOR AGREEMENT:

1.01 General Description:

The County herby engage CONTRACTOR to perform, and CONTRACTOR herby agrees to perform, the services described in **Exhibit A** in conformity with the terms of this Agreement. The goods and/or services to be provided are generally described as follows:

Provide 24-hour monitoring Intrusion/Burglar Alarm system services, leasing of equipment at the Behavioral Health WIC building, located at 1611 Bunker Hill Way, Ste. 120., Salinas, Ca. 93906, as described in Exhibit A, Scope of Services.

1.02 Termination of Prior Agreement:

County and CONTRACTOR previously entered into the following agreement:

a. Commercial Retail Installment & Service Contract, Agreement between COUNTY and First Alarm, dated July 2, 2014:

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Intrusion/Burglar Alarm System, Account #158-2154, at 1611 Bunker Hill Way, Ste. 120, Salinas 93906, existing leased equipment and 24-hour monitoring Intrusion/Burglar System services. County and CONTRACTOR wish to mutually terminate all obligations between the parties arising from the Prior Agreement, effective as of the Upon Execution Date of this Agreement. Therefore, upon the Execution of this Agreement, County and CONTRACTOR agree that the Prior Agreement are unconditionally terminated in their entirety and shall have no further force and effect.**"**

********** *Signature Page to Follow* **********

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IN WITNESS WHEREOF, the parties hereto have executed this Addendum No. 1, by the authority as follows:

CONTRACTOR – First Alarm

Approved:

By: Jim Norkoli
(Signature of Chair, President, or Vice-President)

Jim Norkoli, President
Name and Title

Date: 13 November 2025

Approved:

By: Jarl Saal
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasure)

Jarl Saal, Secretary/Treasurer
Name and Title

Date: 13 November 2025

COUNTY OF MONTEREY

Approved as to Form:

By: DocuSigned by: Stacy Saetta C05CE1B99F444A9... Stacy Saetta
Deputy County Counsel
Chief Deputy County Counsel
Date: 11/19/2025 | 8:31 AM PST

Approved as to Fiscal Provisions:

By: DocuSigned by: Patricia Ruiz 57C8E84E5E7454B... Patricia Ruiz
Auditor/Controller
Auditor Controller Analyst I
Date: 11/20/2025 | 9:41 AM PST

Approved:

By:
Director of Health Services

Date:

Approved:

By:
Contracts/Purchasing Officer

Date:

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EXHIBIT A

To Agreement by and between
County of Monterey, on behalf of Monterey County Health Department, hereinafter referred to as "COUNTY"
AND
First Alarm, hereinafter referred to as "CONTRACTOR"

Scope of Services / Payment Provisions

A. SCOPE OF SERVICES

A.1 CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work for installation, monitoring, maintenance, and repair of the below equipment and systems at 1611 Bunker Hill Way, Ste. 120, Salinas, California 93906 (service location) CS# 158-2154, as set forth below:

1. Existing Equipment:

- Intrusion Security System at **1611 Bunker Hill Way, Ste. 120., Salinas, California, 93906** for: One (1) **Intrusion Security Alarm System**.

DEVICE	DESCRIPTION/LOCATION	DEVICE COUNT
DMP 7073i	4 Zone Keypad (By front door)	1
702	Horn (Above keypad)	1
SMP3	Power supply (Break room)	1
BKMWH	Horn (Break room)	1
ZN 51 N75	Contact Front Door	1
ZN 52	OPXF 360 Motion (Main area)	2
ZN 53 N75	Contact Front Door (Sliders Left & Right)	2 1
ZN 54 DSBD L2	Hall & Office Motions	2

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B. PAYMENT PROVISIONS

B.1 COMPENSATION/PAYMENT

COUNTY shall pay an amount not to exceed **$23,885.66** 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:

B.2 New service fees from existing equipment described in above section A.1.1

Price for year of 2025

Intrusion Security Systems	Monthly Cost	Quarterly Cost
Activity Reports	$6.66	$19.98
Monitor Lease (Landline)	$98.74	$296.22
Open/Close Log	$10.90	$32.70
TOTAL	**$116.30**	**$348.90**

2.8% Price Increase Effective January 1, 2026

Intrusion Security Systems	Monthly Cost	Quarterly Cost
Activity Reports	$6.85	$20.55
Monitor Lease (Landline)	$101.50	$304.50
Open/Close Log	$11.21	$33.63
TOTAL	**$119.56**	**$358.68**

B.3 Total Agreement Payment

Service Description	Service Amount
Monthly Fees (41 months)	$4,885.66
New Installation/Equipment Fees	$6,000.00
Outstanding Invoices (2024 – 2025)	$5,000.00
Emergency Repair Services/Equipment: Added services and/or expenditures as required for emergency repair required to maintain existing equipment. The aforementioned services and/or expenditures may be added by written	$8,000.00

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approval from the Health Department Facility Manager prior to providing services.	
Total Agreement Payment	**$23,885.66**

All written reports required under this Agreement must be delivered to Chris Le Venton COUNTY's or designee Contract Manager, in accordance with the schedule above.

Prevailing Wages. CONTRACTOR shall comply with provisions of the Labor Code (sections 1720, et seq.) governing public works, including payment of prevailing wages, payroll records and employment of apprentices. Copies of the determination of the general prevailing rate of per diem wages are available to interested parties at: http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm.

DIR Registration. During the entire term of this AGREEMENT, CONTRACTOR shall be registered with the California Department of Industrial Relations as a Public Works Contractor pursuant to Division 2, Part 7, Chapter 1, commencing with section 1720 of the California Labor Code.

There shall be no travel reimbursement allowed during this AGREEMENT.

CONTRACTOR warrants that the cost charged for services under the terms of this contract are not in excess of those charged any other client for the same services performed by the same individuals.

C. CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the AGREEMENT, payment at conclusion of the AGREEMENT, etc.

Invoices **shall** be emailed directly to: MCHDBHFinance@countyofmonterey.gov
Cc: belmana@countyofmonterey.gov

Invoices may be mailed to:

Monterey County Health Department
Attn: Accounts Payable/Admin-Facilities
1270 Natividad Road
Salinas, CA 93906

COUNTY may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this AGREEMENT.

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No payments in advance or in anticipation of services or supplies to be provided under this AGREEMENT shall be made by COUNTY.

COUNTY shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.

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FIRST ALARM SECURITY SERVICES

COMMERCIAL RETAIL INSTALLMENT CONTRACT

Alarm System & Services Agreement

LICENSE# AC01277 BONDED & LICENSED LICENSE# 430530

1111 Estates Dr.
Aptos, CA 95003
(831) 476-1111
Fax: (831) 685-6629

607 Charles, Suite A
Seaside, CA 93955
(831) 649-1111
Fax: (831) 899-7510

2365 Paragon Dr., Suite E
San Jose, CA 95131
(408) 866-1111
Fax: (408) 615-8290

6555 Hunter Dr., Suite 7
Rohnert Park, CA 94928
(707) 542-1111
Fax: (707) 586-2464

This Agreement is entered into this 28 **day of** APRIL 2014, 200___ **by FIRST ALARM, a California corporation, hereinafter referred to as "Company," and** COUNTY OF MONTEREY **, hereinafter referred to as "Subscriber," at:** 1611 SUITE 120 BUNKER HILL WAY SALINAS **, California.**

1)Installation of Company Owned System: We will install the security system described below, provide repair service and the other services described herein. The alarm system is herein referred to as the "System." The System will always remain our property.

Approximate Installation Starting Date: 06-15-2014 **Approximate Installation Completion Date:** 10-15-2014

Starting the installation of wiring and/or delivery of equipment to your premises will constitute substantial commencement of the work to be performed. A failure by Company without legal excuse to substantially commence work within twenty (20) days from the approximate installation starting date is a violation of the Alarm Company Act. Upon completion of the installation, we will thoroughly instruct you in the proper use of the System. The city or county in which your residence is located may require that you obtain a permit for the installation, use and operation of an alarm system. **Local authorities may not respond to alarm notifications until all permits or licenses for use of the System have been obtained, and therefore Company may not be able to begin monitoring until you have obtained at your expense all necessary permits or licenses, and provided Company with the license or permit number.**

Qty.	Type of Detection	Location
1	Keypad	1611Suite 120
3	Door Contacts	1611 Suite 120Entry Door
1	Interior Siren	SUITE 120
2	Ceiling Mounted Motion Detectors	SUITE 120 ,
2	Motion Detectors	Suite 120
1	Power Supply	Suite 120
1	8 Amp Batteries	Power Supply
	Total Installation fee is	$1.318.00
	Monthly fee for Suite 120 is $ 104.00 includes daily timer test, user code audit with weekly e-mail.	X CJV
	These devices are connected to the control panel in at 1615 Bunker Hill Way Suite 100.	
	We will need your IT department to designate usable pairs of phone/network lines between buildings 1615 & 1611 in order for us to alarm suite 120	

COMPANY OWNED SYSTEM

Contract Status:

☑ New ☐ Addition
☐ Activation of Existing system

Types of Service(s):

☑ Burglar ☐ Fire ☐ CCTV ☐ Access ☐ Other: _____

Monthly Expense:

		Initial
☐ Standard Monthly Expense	$ body	
☐ Standard Monthly Auto Pay Expense	$	

Recurring Billing:
☐ Monthly ☐ Quarterly ☐ Semi Annually ☐ Annually

Enhanced Service Options:

Service	Mo. Amt.	Initial
24-Hour Test Report	$ body	
Weekly Test Report	$	
U.L. Certification	$	
On Site System Testing*	$	
*Fire testing frequency per NFPA requirements.		
Open/Close Activity Log	$	
Supervised Schedule	$	
Activity Reports	$ body	
Remote Account Services	$	
First-Link Online Account Access	$	
SecureCom RF* (Line Security)	$	
SecureCom IP* (Line Security)	$	
SecureCom Cell*	$	
*All SecureCom equipment remains property of First Alarm.		
E-mail Reports ☐ Daily ☐ Weekly	$ body	
E-mail Address:		
Mailed Reports ☐ Weekly ☐ Monthly	$	

☐ *I decline all Enhanced Service Options* **Client Initial** (_____)

2)Price, Payment and Term:
Subscriber hereby agrees to pay Company, its agents or assigns, the sum of

$ ZERO---------- Dollars ($ 00.00) upon execution of this Agreement and

$ ONE THOUSAND ONE HUNDRED SIXTY TWO---------- Dollars ($ 1,318.00) upon completion of the installation.

For the installation of the System you agree to pay ZERO percent (0 %) of the total Install Amount shown above upon signing of this Agreement and the balance upon substantial completion of the installation. We may elect not to start to monitor the System, activate other systems, or provide other services until the total Install Amount is paid in full. For monitoring (if applicable), repair service, other services and use of the System you will pay us the Total Monthly Service Fee, in advance, starting on the first day of the month following the month in which service begins. In addition, you will pay the prorated service fee for the month in which service starts, and any applicable sales or use taxes. **This Agreement will have an original term of five (5) years and automatically renew and continue for successive three (3) year terms unless canceled by either of us in writing at least thirty (30) days before the end of the original term or any renewal term.** You authorize us to investigate your credit record, and to report your payment performance under this Agreement to credit agencies and credit reporting services.

Client Initial (CJV)

3)Installation of System: You will permit us to install the System during our normal business hours and you will give us uninterrupted access to your premises. You warrant that you have full authority from the owner and/or other person in control of the premises to permit the installation and operation of the System under all conditions set forth herein. You have approved the locations where the control panel, audible devices, cameras, monitors, and all other devices will be installed. If the System includes an exterior audible bell, horn or siren, it is designed to shut off after sounding for not more than ten (10) minutes. You will provide 24 hour, 110 volt electrical service, including non-switched electrical outlets for the System's transformers and other electrical needs, and will make repairs to the premises (such as fixing loose doors or broken windows) that we deem reasonably necessary to facilitate the installation and operation of the System. You will provide adequate lighting for any CCTV System, and otherwise provide the proper environment for the System as we may reasonably request. We are not responsible if the installation is delayed because of bad weather, labor disputes, acts of God or other reasons beyond our control. You have the affirmative duty to inform us, prior to beginning of installation, of every location at the premises where we should not, because of concealed obstructions or hazards such as pipes, wires or other obstructions, are present any resulting damaged walls, ceiling, floors or furnishings shall be your sole expense and responsibility. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material. After we complete the System, you and our representative will inspect it. If something is missing or not properly installed, you will tell us within ten (10) days, otherwise the System will have been accepted by you.

4)Alarm System Monitoring Service: If you have subscribed to monitoring service, we shall connect the System(s) to our monitoring facility (the "Center"). When an alarm signal from the System is received, the Center will try to telephone the proper police or fire department or other emergency personnel and the first available person on the emergency call list you give us; and when a non-emergency signal is received, the Center will attempt to contact you or the first available person on your emergency call list but will not notify emergency authorities. The Center reserves the right to verify all alarm signals by telephone or otherwise before notifying emergency personnel, and may choose not to notify emergency personnel if it has reason to believe that an emergency condition does not exist. We and the Center may discontinue any particular response service due to governmental or insurance requirements by giving you written notice. You consent to the tape recording of all telephonic communications between your premises and our offices, including the Center. You acknowledge and agree that both you and Company are required to comply with all laws, rules, and regulations regarding monitoring and alarm response enacted or adopted by the governmental authorities having jurisdiction over the System. If such governmental agencies, now or in the future requires physical or visual verification or multi-telephone verification (e.g. two-call verification) of an emergency condition before responding to a request for assistance, you agree to subscribe with us for such service, and you agree to pay an additional monthly fee for such service that will be added to the then current monthly fee.

5)Transmission Lines: The System includes a communicator that sends signals to the Center over your regular telephone service. You will pay for all telephone charges including any installation fee for a special RJ31X jack to connect the System to your telephone service. We recommend the use of an RJ31X or equivalent telephone jack to give the System priority over other telephones in your premises, however, **when the System is activated, you will be unable to use your telephone to make other calls (such as calls to the 911 emergency operator), and therefore, you may wish to have the System connected to a second telephone line.** If your telephone is out of order, placed on vacation status or otherwise not working, signals cannot be transmitted to the Center and we will not know of the telephone service problem. If a cellular communications system is used for back-up transmission of alarm signals from your premises to the Center, you acknowledge that the use of cellular systems are controlled by the California Public Utilities Commission and Federal Communications Commission and changes in rules, regulations and policies may necessitate our discontinuing such transmission facilities at our option, in which event we will substitute telephone service. Cellular transmissions may be impaired or interrupted by atmospheric conditions, including electrical storms, power failures or other conditions and events beyond our control. You may be required to execute an additional agreement for cellular transmission service. You agree to reimburse us for any costs we may incur to reprogram the communications device of the System because of area code changes or other dialing pattern changes. **The use of DSL or other broadband telephone service may prevent the System from transmitting signals to the Center and/or interfere with the telephone line-seizure feature of the System. Such services should be installed on a telephone number that is not used for alarm signal transmission. You agree to notify us if you have installed or intend to install DSL or other broadband service. IMMEDIATELY AFTER THE INSTALLATION OF DSL OR OTHER BROADBAND SERVICE YOU MUST TEST THE SYSTEM'S SIGNAL TRANSMISSION WITH THE CENTER.**

6)False Alarms: You agree that you and others using the System will use it carefully so as to avoid causing false alarms. False alarms can be caused by severe weather or other forces beyond our control. If we receive too many false alarms, that will constitute a breach of contract by you and we may cancel monitoring and service and seek to recover damages. You will pay any false alarm fine, penalty or fee that is charged against you, and if a false alarm fine, penalty or fee is charged to us by any governmental agency, you will pay us for the charge.

7)Repair Service: We shall provide repair service for the System. Subscriber agrees to allow reasonable access to the System. Repair service includes all parts and labor for repairs necessitated by ordinary wear and tear, but does not include window screens or disposable items such as camera film, video tape and batteries which you agree to pay for at our prevailing rates. We may substitute materials of equal quality at time of replacement and may install reconditioned used parts. All repairs shall usually be performed as soon as reasonably possible during our normal business hours which are 9:00am to 5:00pm Monday through Friday except Company holidays. You shall pay us our then prevailing premium labor rate for all repairs provided at other times which include a one-hour minimum visit charge. You shall pay us for all parts and labor necessary to repair the System as a result of damage caused by accident, misuse, acts of God, attempted unauthorized repair service; extraordinary maintenance and repair due to alterations in your premises, alterations to the System made at your request, required by the governmental agency having jurisdiction over the System, requested by your insurance provider, made necessary by alterations to your premises, damage to your premises, your failure to follow proper operating instructions provided by us with respect to the System, or any cause beyond our reasonable control. Charges for repairs will be based upon our then existing labor and material rates and will include a minimum one (1) hour visit charge and will be due and payable upon completion of the work. If you fail to pay for such charges upon completion of the work, we may terminate this Agreement.

8)Subscriber's Duties: You will instruct all other persons who may use the System on its proper testing and use. You will test the System's protective devices and send test signals to the Center in accordance with our instructions at least monthly. If the System includes space protection (e.g., microwave, infrared, photo beams or other such detectors) you will turn off, control, relocate or remove all things such as HVAC systems, pets, furniture and other such items that might interfere with such devices when they are turned on. If a problem in the System occurs you will promptly notify us. You will complete and give us an emergency information form which will include the name, telephone number and relationship of each person we may call in the event we believe there is an emergency at your premises, and other information we may require. You will notify us in writing of any changes in the information set forth on the emergency information form. You agree that we may disclose the information on the emergency information form to any governmental agency having jurisdiction over the use and operation of the System. You are solely responsible for providing and maintaining film and/or video tape for CCTV systems and we do not provide film developing or video editing services.

9)Suspension or Cancellation of this Agreement: You understand that we may stop or suspend monitoring and other services if: (i) strikes, severe weather, earthquakes or other such events beyond our control affect the operation of our Center or so severely damage your premises that continuing service would be impractical; (ii) there is an interruption or unavailability of the telephone service between the System and our Center; (iii) You do not pay the service charge due to us, after we have given you ten days notice that we are canceling service because of non-payment; (iv) we are unable to provide service because of some action or ruling by any governmental authority; and/ or (v) you become a debtor in a bankruptcy proceeding. If service is canceled or this Agreement expires or is terminated for any reason, you authorize us to remotely disconnect the System from our monitoring equipment and remove the System, decals and yard signs from your premises pursuant to Section 12. If service is suspended because you have failed to pay the charges set forth herein, and you ask us to reactivate the System, you will pay, in advance, our then prevailing re-connection fee. YOU UNDERSTAND THAT THE ALARM SYSTEM MAY NOT WORK WITH EQUIPMENT USED BY OTHER ALARM COMPANIES OR MONITORING CENTERS.

10)Termination, Default, and Removal of System: You acknowledge and agree that this Agreement is a service agreement only and THE ENTIRE SYSTEM SHALL AT ALL TIMES REMAIN THE SOLE PROPERTY OF THE COMPANY. You will not damage, encumber or dispose of the System or permit the System to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone but our service personnel. In the event of loss or damage to the System or any part thereof, you agree to pay us the System's reasonable replacement value or the cost of repair as the case may be. At the expiration or termination of this Agreement or in the event of your default, you authorize us to enter your premises and to remove all or any portion of the System. We may elect to abandon all or any portion of the System. Removal of the System shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof, including, but not limited to recovery of our loss of profit for any unexpired term of this Agreement. We agree to remove the System, or any portion of the System, in a workmanlike manner, but we shall not be responsible for or have any obligation to repair minor damage to your premises (such as, but not limited to, screw or fastener holes, or paint or wall finishing damage) resulting from such removal. You will return the System to us in good condition, reasonable wear and tear excepted. You agree that installation of the System does not create a fixture to your premises. Company shall not be liable for any conditions of the premise upon removal of the System. In the event you are not the owner of the premises, you warrant that you have obtained the written consent of the owner for the installation and removal of the System. If you fail to make any payment when due we may discontinue installation, monitoring and service, terminate this Agreement and recover all damages to which we are entitled including, without limitation, the value of the work performed and the amount due to us for the unexpired term of the Agreement, including loss of profits. In addition we may impose a late charge on all payments more than thirty (30) days past due in the amount equal to ten percent (10%) of the payment amount due or maximum amount permitted by California law which ever is less.

11)Assignees and Subcontractors: We may transfer or assign this Agreement to any other security company, financial institution or other entity. Upon an assignment to another security company, Company will be relieved of any further obligations hereunder. You may not transfer this Agreement to someone else (including someone who purchases or rents your premises) unless we approve the transfer in writing. We may use subcontractors to provide installation, repair, monitoring and other services. This Agreement, and particularly sections 13 and 14, shall apply to the work and services they provide, and shall apply to them and protect our assignees and subcontractors in the same manner as it applies to and protects us.

12)Changes to the System: If you or any governmental agency or insurance interest wants us to change the System described herein, or change it after it is installed, you agree to pay our standard parts and labor charges for such changes. **YOU AGREE THAT YOU HAVE CHOSEN THE SYSTEM AND YOU UNDERSTAND THAT ADDITIONAL OR DIFFERENT PROTECTION IS AVAILABLE FOR A HIGHER PRICE.**

13)Company is Not an Insurer; Liquidated Damages; Limitation of Liability: You understand that (a) we are not an insurer of your property or the personal safety of persons in your premises; (b) you should provide any insurance on your premises and its contents; (c) the amount you pay to us is based only on the value of the System and services we provide and not on the value of your premises or its contents; (d) alarm systems and our monitoring and repair service may not always operate properly for various reasons; (e) a CCTV system may not detect or prevent an unauthorized intrusion onto the premises or unauthorized activities (including criminal conduct) by persons on the premises; (f) it is difficult to determine in advance the value of your property that might be lost, stolen or destroyed if the System or our service fails to operate properly; (g) it is difficult to determine how fast the police or fire department or others would respond to an alarm signal; and (h) it is difficult to determine what portion, if any, of any property loss, personal injury or death would be proximately caused by our failure to perform, our negligence, or a failure of the System.

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THEREFORE YOU AGREE

Even if a court decides that the Company's breach of this Agreement, a failure of the System, or our negligence, or a failure of the System installation, monitoring, repair service, or other services caused or allowed any harm or damage (whether property damage, personal injury or death) to you or anyone in your premises, you agree that our liability shall be limited to the lesser of $250.00 or six (6) times the Total Monthly Recurring Amount, as liquidated damages and not as a penalty, and this shall be your only remedy regardless of what legal theory (including without limitation, negligence, breach of contract, breach of warranty or product liability) is used to determine that we were liable for the injury or loss.

YOU MAY OBTAIN A LIMITATION OF LIABILITY. If you wish, you may obtain from us a limitation of liability in lieu of the liquidated damages set forth above, for an additional periodic charge. If you elect this option, we will attach a rider to this Agreement which will set forth the amount of the limitation of liability and the amount of the additional charge. Agreeing to the higher limitation of liability does not mean that we are an insurer.

14)Third Party Indemnification and Subrogation. If anyone other than you, asks us to pay for any harm or damages (including property damage, personal injury or death) connected with or resulting from (i) Company's breach of this Agreement or a failure of the System or services, (ii) our negligence, (iii) any other improper or careless activity of ours in providing the System or services or (iv) a claim for indemnification or contribution, you will pay us (a) any amount which a court orders us to pay or which we reasonably agree to pay, and (b) the amount of our reasonable attorneys' fees and any other losses or costs that we may pay in connection with the harm or damages. Your obligation to pay us for such harm or damages shall not apply if the harm or damage happens while one of our employees or subcontractors is in or about your premises, and such harm or damage is solely caused by that employee or subcontractor. Unless prohibited by your property insurance policy, you agree to release us from any claims of any parties suing through your authority or in your name, such as your insurance company, and you agree to defend us against any such claim. You will notify your insurance company of this release.

15)Limitation on Lawsuits; Reference: Both Company and Subscriber agree that no lawsuit or any other legal proceeding connected with this Agreement shall be brought or filed more than one (1) year after the incident giving rise to the claim occurred. Any controversy, dispute, or claim between the parties arising out of or relating to this Agreement, (other than actions brought by Company in small claims court to collect amounts due under this Agreement) will be settled by a reference proceeding in Santa Cruz County, California in accordance with the provisions of *Section 638, et seq.* of the *California Code of Civil Procedure*, or their successor section, which shall constitute the exclusive remedy for the resolution of any controversy, dispute, or claim concerning this Agreement, including whether such controversy, dispute, or claim is subject to the reference proceeding. The referee shall be appointed to sit as a temporary Judge with all the powers of a temporary Judge authorized by law. In the event that the enabling Legislation, which provides for the appointment of a referee is repealed and no successor statute is enacted, any dispute between the parties that would otherwise be determined by a reference procedure herein, will be resolved and determined by binding arbitration. The arbitration will be conducted by a retired Judge of the Superior Court in accordance with *Section 1280 to 1294.2* of the *California Code of Civil Procedure*, as amended from time to time.

16)INCREASE IN SERVICE FEE: You acknowledge that the services fee is based upon existing federal, state and local taxes and charges. We shall have the right, at any time, to increase the Total Monthly Service Fee to reflect any additional or increased taxes, licenses, permits, or fees which may be charged to us by any utility or governmental agency relating to the services we provide and you agree to pay the same. In addition, notwithstanding any other term or condition set forth herein, after the expiration of one (1) year from the date of completion of installation, we may at any time and from time to time, but not more than once in any twelve (12) month period, increase the Total Monthly Service Fee Amount by a percentage not to exceed ten percent (10%) of the Total Monthly Service Fee in effect immediately prior to the effective date of the increase, by giving you thirty (30) days prior written notice of the amount of the increase and you agree to pay the same.

17)ENTIRE AGREEMENT. The entire and only Agreement between you and Company is written in this Agreement. It replaces any earlier oral or written understandings or Agreements. It may only be changed by a written Agreement signed by you and us. **IT MAY NOT BE CHANGED BY ANY ORAL STATEMENTS MADE BY OUR SALES AGENT.** If you have given or ever give us a purchase order for the System or service which provides for different terms than this Agreement, this Agreement will govern and be controlling. If any provision of this Agreement is found to be invalid or illegal by a court, the balance of the Agreement shall remain in force. You agree that this Agreement is performed in the state of California and shall be governed by the laws of California.

18)OUR LICENSES: ALARM COMPANY OPERATORS ARE LICENSED AND REGULATED BY THE BUREAU OF SECURITY AND INVESTIGATIVE SERVICES, DEPARTMENT OF CONSUMER AFFAIRS, SACRAMENTO, CALIFORNIA 95814. CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTOR'S STATE LICENSE BOARD, WHICH HAS JURISDICTION TO INVESTIGATE COMPLAINTS AGAINST CONTRACTORS IF A COMPLAINT REGARDING A PATENT ACT OR OMSSION IS FILED WITHIN FOUR YEARS OF THE DATE OF THE ALLEGED VIOLATION. A COMPLAINT REGARDING A LATENT ACT OR OMISSION PERTAINING TO STRUCTURAL DEFECT MUST BE FILED WITHIN 10 YEARS OF THE DATE OF THE ALLEGED VIOLATION. ANY QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTOR'S STATE LICENSE BOARD, P.O. BOX 26000, SACRAMENTO, CALIFORNIA 95826.

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF A COPY OF THIS AGREEMENT AND TWO COPIES OF THE NOTICE OF CANCELLATION FORM. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT SUBSCRIBER MAY NOT RECEIVE A COPY OF THIS AGREEMENT SIGNED BY COMPANY'S MANAGER, AND SUCH LACK OF RECEIPT SHALL NOT IN ANYWAY INVALIDATE OR OTHERWISE AFFECT THIS AGREEMENT.

19)DISCLAIMER OF LIABILITY. WE DO NOT WARRANT THAT THE SYSTEM WILL ALWAYS DETECT OR HELP PREVENT, ANY BURGLARY, FIRE, SMOKE DAMAGE, WATER DAMAGE, HOLD-UP OR OTHER SUCH EVENT. WE DO NOT WARRANT THAT THE SYSTEM CANNOT BE DEFEATED OR BYPASSED OR THAT IT WILL ALWAYS OPERATE. SECTIONS 13 AND 14 OF THIS AGREEMENT LIMIT OUR LIABILITY TO THE LESSER OF $250.00 OR SIX (6) TIMES THE TOTAL MONTHLY RECURRING AMOUNT IF YOU OR ANYONE ELSE SUFFERS ANY HARM (DAMAGE OR LOSS OF PROPERTY, PERSONAL INJURY, OR DEATH) BECAUSE THE SYSTEM FAILED TO OPERATE PROPERLY OR WE WERE CARELESS OR ACTED IMPROPERLY. YOU HAVE HAD THE OPPORTUNITY TO TALK TO OUR SALES AGENT ABOUT THIS LIMITATION AND YOU KNOW THAT YOU MAY OBTAIN A HIGHER LIMITATION OF OUR LIABILITY BY PAYING AN ADDITIONAL PERIODIC FEE TO US.

FIRST ALARM	**SUBSCRIBER NAME:**
Alarm Employee Registration No. ACE 82914	County of Monterey
VINCENT CARDINALE	
By (Alarm Employee):	**By (Owner):** CONTRACTS/PURCHASING OFFICER COUNTY OF MONTEREY
By (Authorized Officer):	**Date Signed:** 7-2-14

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS EITHER APPROVED IN WRITING BY A MANAGER, OR WE START THE INSTALLAION OR SERVICE. IN THE EVENT OF NON-APPROVAL, THE LIABILITY OF COMPANY SHALL BE TO REFUND TO THE CUSTOMER THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY THE CUSTOMER UPON THE SIGNING OF THE AGREEMENT.

FOR OFFICE USE ONLY **Job#** **CS#** **Customer#** **COMMENTS/CLARIFICATION:**	**BILLING ADDRESS: (IF billing address is different than Site)** **Name:** County of Monterey - Dept. of Health **Street Address:** 1270 Natividad Rd.
	City: Salinas **State:** CA **Zip:** 93906 **County:** Monterey
	Contact Person: Accounts Payable
	Telephone Number: 831-755-4532
	Site Telephone Number: 831-755-4302 **Fax Number:** -----

Responsible Persons Emergency Call List:

Please list those whom you would like First Alarm to call in the event an alarm status is received by our Central Station from your system. Please list the names and telephone numbers in the order in which you would like them called (your own telephone numbers included). Persons listed must have access to the premises and knowledge of how to reset your alarm system.

	Name & Position	Home Telephone #	Work Telephone #	Pager/Cell #
1.	Furnished via separate cover	( )	( )	( )
2.		( )	( )	( )
3.		( )	( )	( )

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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 **HESED CHRISTIAN MINISTRIES dba AGAPE HOMES ORCUTT** (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: **Hesed Christian Ministries dba Agape Homes Orcutt 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.

V. TERM AND TERMINATION

A. Term. This Agreement shall be effective **July 28, 2025** and shall remain in effect until **June 30, 2027**.

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B. Termination without Cause. Either party may terminate this Agreement at any time without cause by serving thirty (30) calendar days' advance written notice upon the other party. The notice shall state the effective date of the termination.

C. Termination with Cause. COUNTY, in its sole and absolute discretion, may terminate this Agreement immediately upon the occurrence of any of the following events:

1. CONTRACTOR'S failure to comply with COUNTY'S Utilization Review procedures;

2. CONTRACTOR'S failure to abide by Grievance decisions;

3. CONTRACTOR'S failure to meet COUNTY qualification criteria;

4. CONTRACTOR'S failure to submit any reports requested by the COUNTY pursuant to this Agreement, including but not limited to Provider's Certification and accompanying audited financial statement, other supporting documents in accordance with the terms of a written notice from COUNTY to CONTRACTOR, and/or, if made part of this Agreement, Exhibit I;

5. CONTRACTOR is unable or reasonably expected to be unable to provide the Services for any reason for a period in excess of thirty (30) consecutive days or sixty (60) days in the aggregate over any three (3) month period;

6. CONTRACTOR'S performance of this Agreement poses an imminent danger to the health and safety of any individual client of COUNTY;

7. CONTRACTOR loses its licensure or certification;

8. CONTRACTOR is suspended, excluded or otherwise becomes ineligible to participate in the Medicare, Medi-Cal, or any other government-sponsored health program;

9. Breach by CONTRACTOR of any confidentiality obligation;

10. Breach by CONTRACTOR of the Health Insurance Portability and Accountability Act (HIPAA) and Protected Health Information (PHI);

11. CONTRACTOR makes an assignment for the benefit of creditors, admits in writing the inability to pay its debts as they mature, applies to any court for the appointment of a trustee or receiver over its assets, or upon commencement of any voluntary or involuntary proceedings under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution liquidation or other similar law or any jurisdiction;

12. The insurance required to be maintained by CONTRACTOR under this Agreement is terminated, reduced below the minimum coverage requirements set forth in this Agreement, not renewed or cancelled (whether by action of the insurance company or CONTRACTOR) for any reason, and CONTRACTOR has not obtained replacement

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coverage as required by this Agreement by the effective date of such termination, reduction, non-renewal or cancellation;

13. CONTRACTOR is rendered unable to comply with the terms of this Agreement for any reason; or

14. COUNTY determines that CONTRACTOR is in violation or breach of any provision of this Agreement or violation of Federal, State or local laws, and thirty (30) calendar days have passed since written notice of the violation or breach has been given by COUNTY, without remedy thereof by CONTRACTOR to the satisfaction of COUNTY.

D. Termination or Amendment in Response to Reduction of Government Funding. Notwithstanding any other provision of this Agreement, if Federal, State or local government terminates or reduces its funding to the COUNTY for services that are to be provided under this Agreement, COUNTY, in its sole and absolute discretion after consultation with the CONTRACTOR, may elect to terminate this Agreement by giving written notice of termination to CONTRACTOR effective immediately or on such other date as COUNTY specifies in the notice. Alternatively, COUNTY and CONTRACTOR may mutually agree to amend the Agreement in response to a reduction in Federal, State or local funding.

E. Survival of Obligations after Termination. Termination of this Agreement shall be effected by notice of termination to CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. Upon termination of this Agreement, COUNTY shall no longer refer clients to the CONTRACTOR under this Agreement, and the rights and duties of the parties shall be terminated, except that the following obligations shall survive termination:

1. CONTRACTOR shall, pursuant to this Agreement and upon approval of the Behavioral Health Director, continue treatment of clients who are receiving care from CONTRACTOR until completion of treatment or until continuation of the client's care by another provider can be arranged by COUNTY;

2. COUNTY shall arrange for such transfer of treatment no later than sixty (60) calendar days after Agreement termination if the client's treatment is not by then completed;

3. COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services rendered prior to termination or required to be rendered after termination;

4. Upon termination or expiration of this Agreement, CONTRACTOR shall continue to remain obligated with respect to any confidentiality obligation as described in Section XII and in accordance with Exhibit C to this Agreement, HIPAA and PHI in accordance with Exhibit F to this Agreement, indemnification described in Section XIV to this Agreement, professional liability insurance described in Section XV to this Agreement, and access to and audit of records described in Section XVII to this Agreement, and in accordance with all applicable laws; and

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5. CONTRACTOR shall not do anything or cause any other person to do anything that interferes with COUNTY'S efforts to engage any other person or entity for the provision of the services set forth in this Agreement, or interfere in any way with any relationship between COUNTY and any other person or entity who may be engaged to provide the services to COUNTY.

VI. COMPLIANCE WITH APPLICABLE LAWS AND TERMS OF FEDERAL, STATE AND/OR LOCAL STATUTES AND FEDERAL AND/OR STATE GRANTS

A. Compliance with Laws. In providing services and meeting requirements for payment reimbursement for mental health treatment services under this Agreement, CONTRACTOR shall comply with all applicable Federal, State, and local laws, regulations, rules, and guidelines, including, but not limited to, Title XIX of the Social Security Act; California Welfare and Institutions Code, Divisions 5, 6, and 9; California Code of Regulations, Titles 9 and 22; any Short-Doyle and Short-Doyle/Medi-Cal policies as identified in the State Letters, Office of Management and Budget (OMB Uniform Guidance) 2 CFR part 230 and 2 CFR part 200, subpart E 2 CFR 230 - COST PRINCIPLES FOR NON-PROFIT ORGANIZATIONS (OMB CIRCULAR A-122) - Content Details - CFR-2012-title2-vol1-part230 (govinfo.gov) and Federal Register : Federal Acquisition Regulation; OMB Circular Citation Update, and the Mental Health policies issued by the COUNTY of Monterey.

B. Compliance with Terms of Federal and/or State Grants. If this Agreement is funded with monies received by the COUNTY pursuant to contract(s) with the Federal and/or State government in which the COUNTY is the grantee, CONTRACTOR shall comply with all provisions of said contract(s), to the extent applicable to CONTRACTOR as a sub-grantee under said contract(s), and said provisions shall be deemed a part of this Agreement as if fully set forth herein. Upon request, COUNTY shall deliver a copy of said contract(s) to CONTRACTOR at no cost to CONTRACTOR.

VII. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. ICD-10

1. CONTRACTOR shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

2. Once a DSM diagnosis is determined, the CONTRACTOR shall determine the corresponding mental health diagnosis in the current edition of ICD. CONTRACTOR shall use the ICD diagnosis code(s) to submit a claim for SMHS to receive reimbursement from COUNTY.

3. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and COUNTY may implement these changes as provided by CMS.

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VIII. PROGRAM INTEGRITY

A. GENERAL

As a condition of receiving payment under a Medi-Cal managed care program, the CONTRACTOR shall comply with the provisions of 42 C.F.R. §§ 438.604, 438.606, 438.608 and 438.610. (42 C.F.R. § 438.600(b)).

B. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

1. CONTRACTOR must follow the uniform process for credentialing and recredentialing of service providers established by COUNTY, including disciplinary actions such as reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

2. Upon request, the CONTRACTOR must demonstrate to the COUNTY that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

3. CONTRACTOR must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 C.F.R. §438.610. See relevant section below regarding specific requirements for exclusion monitoring.

4. CONTRACTOR shall ensure that all of their network providers delivering covered services, sign and date an attestation statement on a form provided by COUNTY, in which each provider attests to the following:

    a. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

    b. A history of loss of license or felony convictions;

    c. A history of loss or limitation of privileges or disciplinary activity;

    d. A lack of present illegal drug use; and

    e. The application's accuracy and completeness

5. CONTRACTOR must file and keep track of attestation statements for all of their providers and must make those available to the COUNTY upon request at any time.

6. CONTRACTOR is required to sign an annual attestation statement at the time of Agreement renewal, but at least every three years, in which they will attest that they

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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.

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.

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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 (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.

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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 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.

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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.

2. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include: Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

H. Physician Inventive Plan

If CONTRACTOR wants to institute a Physician Incentive Plan, CONTRACTOR shall submit the proposed plan to the COUNTY which will in turn submit the Plan to the State for approval, in accordance with the provisions of 42 C.F.R. § 438.6(c).

I. Reporting Unusual Occurrences

1. CONTRACTOR shall report unusual occurrences to the Behavioral Health Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

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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 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;

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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))

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)

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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.

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;

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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 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.

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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 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

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accompany the certificate. In addition, the CONTRACTOR upon request shall provide a certified copy of the policy or policies.
This verification of coverage shall be sent to the COUNTY'S Contracts/Purchasing Office, unless otherwise directed. The CONTRACTOR shall not receive approval for services for work under this Agreement until all insurance has been obtained as required and approved by the COUNTY. This approval of insurance shall neither relieve nor decrease the liability of the CONTRACTOR.

B. Qualifying Insurers. All coverage, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A-VII, according to the current A. M. Best's Key Rating Guide or a company of equal financial stability that is approved by the COUNTY'S Contracts/Purchasing Officer.

C. Insurance Coverage Requirements. Without limiting CONTRACTOR'S duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

1. Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

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

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authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for CONTRACTOR and additional insured with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, officials, employees, and volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made 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

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rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

XVI. BUDGET

CONTRACTOR shall submit the Budget and Expenditure Report provided as Exhibit H, identifying CONTRACTOR'S allowable costs and program revenues. COUNTY shall identify program revenues for COUNTY funds, and CONTRACTOR shall identify allowable costs and other program revenues as defined in Exhibit B, Section VI, paragraph B of this Agreement, if applicable. The budget shall be the basis for payment reimbursements, cost settlement activities, and audits.

XVII. ACCESS TO AND AUDIT OF RECORDS

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

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grievances or complaints filed by recipients of services. Release of records shall be subject to the confidentiality provisions set forth in this Agreement.

F. Reports. CONTRACTOR shall prepare any reports and furnish all information required for reports to be prepared by the COUNTY as may be required by the State of California or applicable law, including, but not limited to Budgets, Cost Allocation Methodologies, Tax Returns, Accounting Policies, Audited Financial Statements, Organization Charts, Personnel Policies, Bank Reconciliations, and Depreciation Schedules.

XVIII. NON-DISCRIMINATION

A. Non-discrimination. During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any person because of race, religion, color, sex, 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.

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D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R. Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);
7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

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

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notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

I. Binding on Subcontractors. The provisions above shall also apply to all of CONTRACTOR'S subcontractors who provide services pursuant to this Agreement. CONTRACTOR shall include the non-discrimination and compliance provisions set forth above in all its subcontracts to perform work or provide services under this Agreement.

XIX. CULTURAL COMPETENCY AND LINGUISTIC ACCESSIBILITY

A. CONTRACTOR shall provide services in a culturally competent manner to assure access to services by all eligible individuals as required by State regulations and policies, other applicable laws, and in accordance with Exhibit E of this Agreement. Cultural competency is defined as a congruent set of practice skills, behaviors, attitudes, and 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;

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2. The person's or organization's policy of maintaining a drug-free workplace;
3. Any available drug counseling, rehabilitation, and employee assistance programs;
4. The penalties that may be imposed upon employees for drug abuse violations;

C. Requiring that each employee engaged in the performance of the Agreement or grant is given a copy of the company's drug-free policy statement and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

XXI. INDEPENDENT CONTRACTOR

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR 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 retroactive to the effective date of such changes in law. The parties further agree that the

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terms of this Agreement are severable and, in the event of changes in law as described above, the unaffected provisions and obligations of this Agreement shall remain in full force and effect.

O. Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the COUNTY and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and insure to the benefit of the parties and their respective successors, permitted assigns, and heirs.

P. Time is of the essence. Time is of the essence in each and all of the provisions of this Agreement.

Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

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) 755-4580	Eddis Adams, President Agape Homes Orcutt 1130 Clark Avenue Santa Maria, CA 93455 Phone: (805) 937-5475

(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: Signed by: Kevin Serrano CF464EA4829E4B5...
County Counsel

Date: 12/1/2025

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Patricia Ruiz E79EF64E57454F6...
Auditor-Controller's Office

Date: 12/2/2025

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

HESED CHRISTIAN MINISTRIES AGAPE HOMES ORCUTT.

CONTRACTOR NAME
Contractor's Business Name *

By: Signed by: Eddie Adams 0E7E98B3B9574C7...
(Signature of Chair, President, or Vice-President) *

Eddis Adams, President
Name and Title

Date: 11/24/2025

By: Signed by: Trish Walker 434E741F4E154F0...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer or Asst. Treasurer) *

Trish Walker, Treasurer
Name and Title

Date: 11/24/2025

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

Hesed Christian Ministries dba Agape Homes Orcutt
425 Mooncrest Lane
Santa Maria, CA 93455
Phone: (805) 937-5475

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 develop 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.

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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).

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.

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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.
   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.

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D. 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

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 **two (2)** youth for fiscal year (FY) 25-26 and **two (2)** youth fiscal year (FY) 26-27. A Unit of Service (UOS) is per minute:

Fiscal Year (FY) 2025-2026

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240
MH Rehab Specialist			6240
Psychiatrist/Contracted Psychiatrist			720
TOTAL			**13,200**

Fiscal Year (FY) 2026-2027

Direct Service Staff	Mode of Service	Service Function Code	Estimated Units
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240
MH Rehab Specialist			6240
Psychiatrist/Contracted Psychiatrist			720
TOTAL			**13,200**

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Services shall be coded under Avatar program Name/Code

Site	Address	Code
Agape Homes Orcutt	**425 Mooncrest Lane, Santa Maria, CA 93455**	**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
Agape Homes Orcutt	**425 Mooncrest Lane, Santa Maria, CA 93455**

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 **two (2)** eligible residents for Fiscal Year 2025-2026 and **two (2)** eligible residents for Fiscal Year 2026-2027 of Monterey County. 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
2025-2026	2
2026-2027	2

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.

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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.

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):

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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. COVERAGE

Mental Health Services and Medical Support will be as designated on the service plan.

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.

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M. DESIGNATED CONTRACT MONITOR

Nancy Krogseng-Adams, Psy.D.
Behavioral Health Services Manager II
Monterey County Behavioral Health Bureau
1000 S. Main Street, Suite 210-B
Salinas, CA 93901, (831) 796-1513

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.

   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

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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

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.

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2. Diagnosis Not a Prerequisite

    a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

D. Medical Necessity

1. CONTRACTOR will ensure that services provided are medically necessary in compliance with BHIN 21-073 and pursuant to Welfare and Institutions Code section 14184.402(a). Services provided to a client must be medically necessary and clinically appropriate to address the client's presenting condition. Documentation in each client's chart as a whole will demonstrate medical necessity as defined below, based on the client's age at the time of service provision.

2. For individuals 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain as set forth in Welfare and Institutions Code section 14059.5.

3. For individuals under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the standards set forth in Section 1396d(r)(5) of Title 42 of the United States Code.

E. Coordination or Care

1. CONTRACTOR shall ensure that all care, treatment and services provided pursuant to this Agreement are coordinated among all providers who are serving the client, including all other SMHS providers, as well as providers of Non-Specialty Mental Health Services (NSMHS), substance use disorder treatment services, physical health services, dental services, regional center services and all other services as applicable to ensure a client-centered and whole-person approach to services.

2. CONTRACTOR shall ensure that care coordination activities support the monitoring and treatment of comorbid substance use disorder and/or health conditions.

3. CONTRACTOR shall include in care coordination activities efforts to connect, refer and link clients to community-based services and supports, including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. CONTRACTOR shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

5. To facilitate care coordination, CONTRACTOR will request a HIPAA and California 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.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

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B. 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 Medicine Clinical Terms (SNOMED CT®) U.S. Edition, September 2022 Release, and ICD-10-CM 2023.

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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 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.

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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.

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.

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CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

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

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 **$147,429** *(rounded to the nearest dollar)* for **FY 2025-2027***)*:

Direct Service Staff	Mode of Service	*Service Function Code	FY 2024-2025 Units of Service	Rate	FY 2024-2025 Amount
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240	$5.31	$33,134
MH Rehab Specialist			6240	$3.98	$24,835
Psychiatrist/Contracted Psychiatrist			720	$20.35	$14,652
TOTAL Fiscal Year (FY) 2025-2026			13,200		**$72,621**

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Direct Service Staff	Mode of Service	*Service Function Code	FY 2024-2025 Units of Service	Rate	FY 2025-2026 Amount
LPHA (MFT, LCSW, LPCC)/ Intern or Waivered LPHA (MFT, LCSW, LPCC)	Outpatient Services (Mode 15)	01, 07, 10, 30, 40, 45, 50, 57, 58, 60, 70, 85, and 98	6240	$ 5.47	$34,133
MH Rehab Specialist			6240	$4.10	$25,584
Psychiatrist/Contracted Psychiatrist			720	$20.96	$15,091
TOTAL Fiscal Year (FY) 2026-2027			**13,200**		**$74,808**

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.

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B. To the extent a recipient of services under this Agreement is eligible for coverage under Short-Doyle/Medi-Cal or Medicaid or Medicare or any other Federal or State funded program ("an eligible beneficiary"), CONTRACTOR shall ensure that services provided to eligible beneficiaries are properly identified and claimed to the Funded Program responsible for such services to said eligible beneficiaries. For the Short-Doyle/Medi-Cal Funded Program, CONTRACTOR assumes fiscal responsibility for services provided to all individuals who do not have full-scope Medi-Cal or are not Medi-Cal eligible during the term of this Agreement.

C. CONTRACTOR shall be responsible for delivering services to the extent that funding is provided by the COUNTY. To the extent that CONTRACTOR does not have funds allocated in the Agreement for a Funded Program that pays for services to a particular eligible beneficiary, CONTRACTOR shall, at the first opportunity, refer said eligible beneficiary to another CONTRACTOR or COUNTY facility within the same geographic area to the extent feasible, which has available funds allocated for that Funded Program.

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

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

   MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement,

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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 **$147,429** for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 28, 2025 – June 30, 2026	$72,621
July 1, 2026 to June 30, 2027	$74,808
TOTAL MAXIMUM COUNTY OBLIGATION:	**$147,429**

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

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line-item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

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B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

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

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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 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.

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

A. CONTRACTOR shall comply with all Federal, State and COUNTY requirements and procedures relating to:

1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third-party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

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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.

F. 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

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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.

	AGAPE HOMES ORCUTT
	Business Name of Contractor
Signed by: Eddis Adams 0E7F98B3B9574C7...	**EDDIS ADAMS**
Signature of Authorized Representative	Name of Authorized Representative (printed)
11/24/2025	**PRESIDENT**
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	HESED CHRISTIAN MINISTRIES dba AGAPE HOMES ORCUTT	
Name of Designee	Eddis Adams	
Title of Designee	President	
Street: 425 Mooncrest Lane		
City: Santa Maria	State: CA	Zip: 93455
IRS Employer Identification Number	77-0021914	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Signed by: Eddis Adams 0E7F98B3B9574C7... Board President

Signature & Title of Contractor Date 11/24/2025

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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.

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,

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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.

AGAPE HOMES ORCUTT
Contractor (Organization Name)

Signed by:
Eddie Adams
0E7F98B3B9574C7...
Signature of Authorized Representative

EDDIS ADAMS
Name of Authorized Representative

11/24/2025
Date

PRESIDENT
Title of Authorized Representative

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EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("BAA") effective **July 28, 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 **HESED CHRISTIAN MINISTRIES dba AGAPE HOMES ORCUTT.** ("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. § 164.504I(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 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

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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

(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

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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 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,

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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 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

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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. § 164.504I(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

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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:

Hesed Christian Ministries dba Agape Homes Orcutt
Attn: Eddis Adams
425 Mooncrest Lane
Santa Maria, CA 93455
Phone: (805) 937-5474

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.

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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.

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:

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Unique Patients	Coverage
Less than 12,001	$2,000,000
12,001 – 30,000	$3,000,000
30,001 – 60,000	$5,000,000
More than 60,000	$10,000,000

If the Business Associate maintains broader coverage and/or higher limits than these minimums, the Covered Entity requires, and shall be entitled to, the broader coverage and/or the higher limits maintained by the Business Associate. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Covered Entity. Such insurance coverage will be maintained for the term of this BAA, and a copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity at Covered Entity's request.

5.11 Legal Actions. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any actual or potential action, proceeding, regulatory or governmental orders or actions, or any material threat thereof that becomes known to it that may affect the interests of Covered Entity or jeopardize this BAA, and of any facts and circumstances that may be pertinent to the prosecution or defense of any such actual or potential legal action or proceeding, except to the extent prohibited by law. This includes, without limitation, any allegation that Business Associate has violated HIPAA or other federal or state privacy or security laws.

5.12 Audit or Investigations. Promptly, but no later than five (5) calendar days after notice thereof, Business Associate shall advise Covered Entity of any audit, compliance review, or complaint investigation by the Secretary or other state or federal agency related to compliance with HIPAA or the California Confidentiality Laws.

5.13 Assistance in Litigation or Administrative Proceedings. Business Associate shall make itself, and any Subcontractors, employees, or agents assisting Business Associate in the performance of its obligations under any Services Agreements, available to Covered Entity, at no cost to Covered Entity, to testify in any claim commenced against Covered Entity, its directors, officers, employees, successors, and assigns based upon claimed violation by Business Associate or its agents or subcontractors of HIPAA or other applicable law, except where Business Associate or its Subcontractor, employee, or agent is a named adverse party.

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.

I. BUSINESS ASSOCIATE	**COVERED ENTITY**
By: Signed by: Eddis Adams 0E7F98B3B9574C7...	By:
Print Name: **Eddis Adams**	Print Name: **Elsa M. Jimenez**
Print Title: President	Print Title: Director of Health Services
Date: 11/24/2025	Date:

January, 2024

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EXHIBIT G: COST REIMBURSEMENT INVOICE FORM

Contractor :		Invoice Number :	
Address Line 1		County PO No. :	
Address Line 2		Invoice Period :	
Tel. No.:			
Fax No.:			
Contract Term:		Final Invoice :	(Check if Yes)
BH Division :			BH Control Number

Service Description	Mode of Service	SFC	Rate of Reimbursement per Unit	Total Contracted UOS FY 2024-25	UOS Delivered this Period	Total UOS Delivered as of Last Period	UOS Delivered to Date	Remaining Deliverables	% of Remaining Deliverables	Total Contract Amount	Dollar Amount Requested this Period	Dollar Amt Requested as of Last Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount
									#DIV/0!	$ -	$ -		$ -	$ -	#DIV/0!
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TOTALS				0	0	0	0	0	#DIV/0!	$0	0.00	0.00	0.00	$0	#DIV/0!

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

Signature: _____ Date: _____

Title: Chief Financial Officer Telephone: _____

Send to: MCHDBHFinance@countyofmonterey.gov
Behavioral Health Claims Section

Behavioral Health Authorization for Payment

Authorized Signatory Date

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EXHIBIT H: BUDGET AND EXPENDITURE REPORT

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.

   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. 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.

   Any such amount shall be:

   1. Paid in one cash payment by CONTRACTOR to COUNTY;

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2. Deducted from future claims over a period not to exceed six (6) months;

3. Deducted from any amounts due from COUNTY to CONTRACTOR whether under this Agreement or otherwise;

4. Paid by cash payment(s) by CONTRACTOR to COUNTY over a period not to exceed six (6) months; OR

5. A combination of any or all of the above.

B. If CONTRACTOR does not so notify COUNTY within such ten (10) days, or if CONTRACTOR fails to make payment of any such amount to COUNTY as required, then Director, in his sole discretion, shall determine which of the above five (5) payment options shall be used by COUNTY for recovery of such amount from CONTRACTOR.

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EXHIBIT 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**
    a. Communications and user identities are NEVER visible to any third party

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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 delivery the same as face-to-face services for all services that are possible through a telehealth platform.**

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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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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 **CENTRAL COAST CENTER FOR INDEPENDENT LIVING** (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: **benefits assistance, individual advocacy, housing assistance, independent living skills, assistive technology, outreach, and information and referral services for mental health staff, clients, youth and family members.**

III. EXHIBITS

The following exhibits are attached to this Agreement and incorporated herein by reference:

EXHIBIT A: PROGRAM DESCRIPTION
EXHIBIT B: PAYMENT AND BILLING PROVISIONS
EXHIBIT C: CONFIDENTIALITY OF PATIENT INFORMATION
EXHIBIT D: ASSURANCE OF COMPLIANCE WITH SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED
EXHIBIT E: ASSURANCE OF COMPLIANCE WITH MONTEREY COUNTY CULTURAL COMPETENCY POLICY
EXHIBIT F: BUSINESS ASSOCIATE AGREEMENT
EXHIBIT G: BEHAVIORAL HEALTH INVOICE FORM
EXHIBIT H: BUDGET AND EXPENDITURE REPORT
EXHIBIT I: AUDITS AND AUDIT APPEALS

IV. PAYMENT BY COUNTY

A. The COUNTY shall pay CONTRACTOR in arrears, as applicable, for eligible services provided under this Agreement and in accordance with the terms and conditions set forth in Exhibit B. Payments are made at applicable rates up to the amounts identified for each Funded Program as shown in Exhibit B and as otherwise may be limited under this Agreement and the attachments thereto. If CONTRACTOR is paid at Cash Flow Advances, COUNTY payments are provisional, until the completion of all settlement activities and audits, as such payments are subject to future Federal, State and/or COUNTY adjustments. For the purposes of this Agreement, a "Funded Program" is a set of services paid through a particular funding source identified in Exhibit H, Budget and Expenditure Report, if made part of this Agreement.
B. CONTRACTOR shall hold harmless the State and any recipients of services in the event COUNTY does not reimburse CONTRACTOR for services performed under this Agreement.

V. TERM AND TERMINATION

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A. Term. This Agreement shall be effective **July 1, 2025** 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, 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

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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

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:

   i. Complete written description of event including outcome;

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ii. Written report of CONTRACTOR's investigation and conclusions;

iii. List of persons directly involved and/or with direct knowledge of the event.

3. COUNTY and DHCS retain the right to independently investigate unusual occurrences and CONTRACTOR will cooperate in the conduct of such independent investigations.

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 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:

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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, and $2,000,000 in the aggregate.

2. Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than $1,000,000 per occurrence.

3. Workers Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's liability limits not less than $1,000,000 each person, $1,000,000 each accident and $1,000,000 each disease.

4. Professional Liability Insurance, if required for the professional service being provided, (e.g., those persons authorized by a license to engage in business or profession regulated by the California Business and Professional Code), in the amount of not less than $1,000,000 per claim and $2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three (3) years following the expiration or earlier termination of this Agreement.

D. Other Insurance Requirements. All insurance required by this Agreement shall be with a company acceptable to the COUNTY and issued and executed by an admitted insurer authorized to transact insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three (3) years following the date CONTRACTOR completes its performance of services under this Agreement.

   Each liability policy shall provide that the COUNTY shall be given notice in writing at least thirty (30) calendar days in advance of any endorsed reduction in coverage or limit, 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

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volunteers as Additional Insured with respect to liability arising out of the CONTRACTOR'S work, including ongoing and complete operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the COUNTY and that the insurance of the Additional Insured shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance.

The workers' compensation policy required hereunder shall be endorsed to state that the workers' compensation carrier waives its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers, which might arise by reason of payment under such policy in connection with performance under this Agreement by CONTRACTOR. Should CONTRACTOR be self-insured for workers' compensation, CONTRACTOR hereby agrees to waive its right of subrogation against COUNTY, its officers, officials, employees, agents, or volunteers.

Prior to the execution of this Agreement by the COUNTY, CONTRACTOR shall file certificates of insurance and endorsements with the COUNTY'S contract administrator and the COUNTY'S Contracts/Purchasing Office, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five (5) calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by COUNTY, annual certificates to COUNTY'S Contract Administrator and COUNTY'S Contracts/Purchasing Office. If the certificate is not received by the expiration date, CONTRACTOR shall have five (5) calendar days to send the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance coverage is a breach of this Agreement, which entitles COUNTY, at its sole and absolute discretion, to (1) immediately disallow claim(s) for payment and/or withhold payment(s) by COUNTY to CONTRACTOR, pursuant to Section IV (A), for services rendered on or after the effective date of termination, reduction, non-renewal, or cancellation of the insurance coverage maintained by CONTRACTOR, and/or (2) terminate this Agreement pursuant to Section V.

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

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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.

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

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discrimination. In addition, CONTRACTOR'S facility access for the disabled shall comply with § 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794).

B. Discrimination defined. The term "discrimination," as used in this Agreement, is the same term that is used in Monterey County Code, Chapter 2.80 ("Procedures for Investigation and Resolution of Discrimination Complaints"); it means the illegal denial of equal employment opportunity, harassment (including sexual harassment and violent harassment), disparate treatment, favoritism, subjection to unfair or unequal working conditions, and/or discriminatory practice by any Monterey County official, employee or agent, due to an individual's race, color, ethnic group, sex, national origin, ancestry, religious creed, sexual orientation, age, veteran's status, cancer-related medical condition, physical handicap (including AIDS) or disability. The term also includes any act of retaliation.

C. Application of Monterey County Code Chapter 2.80. The provisions of Monterey County Code Chapter 2.80 apply to activities conducted pursuant to this Agreement. CONTRACTOR and its officers and employees, in their actions under this Agreement, are agents of the COUNTY within the meaning of Chapter 2.80 and are responsible for ensuring that their workplace and the services that they provide are free from discrimination, as required by Chapter 2.80. Complaints of discrimination made by recipients of services against CONTRACTOR may be pursued by using the procedures established by or pursuant to Chapter 2.80. CONTRACTOR shall establish and follow its own written procedures for prompt and fair investigation and resolution of discrimination complaints made against CONTRACTOR by its own employees and agents or recipients of services pursuant to this Agreement, and CONTRACTOR shall provide a copy of such procedures to COUNTY on demand by COUNTY.

D. Compliance with Applicable Law. During the performance of this Agreement, CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations which prohibit discrimination including, but not limited to, the following:

1. California Code of Regulations, Title 9, §§ 526, 527;
2. California Fair Employment and Housing Act, (Govt. Code § 12900, et seq.), and the administrative regulations issued thereunder, Cal. Code of Regulations, Title 2, § 7285, et seq.;
3. California Government Code, sections 11135-11139.5 (Title 2, Div. 3, Part 1, Chap. 1, Art. 9.5) and any applicable administrative rules and regulations issued under these sections;
4. Federal Civil Rights Acts of 1964 and 1991 (see especially Title VI, 42 U.S.C. § 2000(d), et seq.), as amended, and all administrative rules and regulations issued thereunder (see especially 45 C.F.R. Parts 80);
5. Sections 503 and 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 793 and 794); all requirements imposed by the applicable HHS regulations (45 C.F.R. Part 84); and all guidelines and interpretations issued pursuant thereto;
6. Americans with Disabilities Act of 1990, 42 U.S.C. §12101, et seq., and 47 U.S.C. §§ 225 and 611, and any Federal regulations issued pursuant thereto (see 24 C.F.R.

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Chapter 1; 28 C.F.R. Parts 35 and 36; 29 C.F.R. Parts 1602, 1627, and 1630; and 36 C.F.R. Part 1191);

7. Unruh Civil Rights Act, Cal. Civil Code § 51, et seq.
8. California Government Code section 12900 (A-F) and California Code of Regulations, Title 2, Division 4, Chapter 5.

In addition, the applicable regulations of the California Fair Employment and Housing Commission implementing Government Code § 12990 as set forth in Chapter 5, Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

E. Written Assurance. Upon request by COUNTY, CONTRACTOR shall give any written assurances of compliance with the Civil Rights Acts of 1964 and 1991, the Rehabilitation Act of 1973, as amended, and the Americans with Disabilities Act of 1990, as may be required by the Federal government in connection with this Agreement, pursuant to 45 C.F.R. sec. 80.4 or C.F.R. § 84.5 or other applicable Federal or State regulations.

F. Written Statement of Non-discrimination Policies. CONTRACTOR shall maintain a written statement of its non-discrimination policies and procedures. Such statement shall be consistent with the terms of this Agreement and shall be available to CONTRACTOR'S employees, recipients of services, and members of the public upon request.

G. Notice to Labor Unions. CONTRACTOR shall give written notice of its obligations under this section to labor organizations with which it has a collective bargaining or other agreement.

H. Access to Records by Government Agencies. CONTRACTOR shall permit access by COUNTY and by representatives of the State Department of Fair Employment and Housing and any Federal or State agency providing funds for this contract upon reasonable notice at any time during normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, facilities, and other sources of information as the inspecting party may deem appropriate to ascertain compliance with these nondiscrimination provisions.

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

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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

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the COUNTY. No offer or obligation of permanent employment with the COUNTY or particular COUNTY department or agency is intended in any manner, and CONTRACTOR

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shall not become entitled by virtue of this Agreement to receive from COUNTY any form of employee benefits including, but not limited to sick leave, vacation, or retirement benefits, workers' compensation coverage, insurance, disability benefits, or social security benefits, or unemployment compensation or insurance. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes including, but not limited to, Federal and State income taxes and Social Security, arising out of CONTRACTOR'S compensation for performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold the COUNTY harmless from any and all liability COUNTY may incur because of CONTRACTOR'S failure to pay such taxes when due.

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.

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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.

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Q. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the parties hereto. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

R. Format of Deliverables: For this section, "Deliverables" shall mean all electronic documents CONTRACTOR provides to the County under this Agreement. CONTRACTOR shall ensure all Deliverables comply with the requirements of the Web Content Accessibility Guidelines ("WCAG") 2.1, pursuant to the Americans with Disabilities Act ("ADA"). CONTRACTOR bears the burden to deliver Deliverables, such as Adobe Acrobat Portable Document Format ("PDF") and Microsoft Office files, complying with WCAG 2.1. CONTRACTOR shall defend and indemnify the County against any breach of this Section. This Section shall survive the termination of this Agreement. Find more on Accessibility at this State website: https://webstandards.ca.gov/accessibility/.

XXI. NOTICES AND DESIGNATED LIAISONS

Notices to the parties in connection with this Agreement may be given personally or may be delivered by certified mail, return receipt requested, addressed to:

COUNTY OF MONTEREY	**CONTRACTOR**
Melanie Rhodes Behavioral Health Director 1270 Natividad Road Salinas, CA 93906 (831) 755-4580	Judy Cabrera Executive Director 318 Cayuga Street, Suite 208 Salinas, CA 93901 (831) 757-2968

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IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

By: _____
Department Head

Date: _____

Approved as to Form [1]

By: Signed by: Kevin Serrano CF464EA4820E4B5...
County Counsel

Date: 12/3/2025 | 1:35 PM PST

Approved as to Fiscal Provisions[2]

By: DocuSigned by: Jennifer Forsyth 4E7E657875454AE...
Auditor-Controller's Office

Date: 12/3/2025 | 3:57 PM PST

Reviewed as to Liability Provisions[3]

By: _____
Risk Management

Date: _____

CONTRACTOR

Central Coast Center for Independent Living
CONTRACTOR NAME
Contractor's Business Name *

By: DocuSigned by: Judy Cabrera 02A6B320831U468...
(Signature of Chair, President, or Vice-President) *

Judy Cabrera — Executive Director
Name and Title

Date: 12/3/2025 | 8:55 AM PST

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

_____
Name and Title

Date: _____

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers (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

Central Coast Center for Independent Living
318 Cayuga Street, Suite 208
Salinas, CA 93901
(831) 757-2968
(831) 757-5549 Fax
www.cccil.org

II. PROGRAM GOALS AND OBJECTIVES

A. PROGRAM NARRATIVE

Central Coast Center for Independent Living (CCCIL) is one of a nationwide network of Centers for Independent Living whose philosophy is that people with disabilities should have the same civil rights, options and control over choices in their own lives as do people without disabilities. Independent Living Centers are cross-disability, consumer-centered advocacy organizations. CCCIL's Independent Living program provides information and referral, housing assistance, individual advocacy, peer support, personal assistance services, independent living skills training, systems advocacy, assistive technology support (devices to help people with disabilities live independently), and benefits assistance services to people with physical, mental health and cognitive disabilities inclusive of all age groups residing in Monterey County.

Goal 1: **An estimated total of 80-150 consumers, to include a maximum of 80 duplicated and 70 unduplicated consumer Transitioned Age Youth (TAY) 15-23 years old and adults 24 years of age and older, will receive financial/medical benefits assistance, individual advocacy, housing assistance, independent living skills training and assistive technology (AT) services each fiscal year during the term of the Agreement.**

a) Return to Work Benefits Assistance: CONTRACTOR will provide the following benefits assistance services:

1. Problem Solving & Advocacy- will assist consumers to resolve any issues with Social Security Administration, Department of Social Services (Medi-Cal), Department of Rehabilitation and any other services providers/organizations.

2. Benefits Analysis & Advisement- will assist consumers to understand their options to return to work and keep their Social Security and Medi-Cal/Medicare benefits. CONTRACTOR will provide information about the different work incentives such as; Medicare, Medi-Cal, Medicare Part D, Extended Medicare Coverage, 250% Working Disabled Program, Trial Work Period (TWP), Extended Period of Eligibility, Cessation & Grace Period, Expedited Re-Instatement, Subsidies, Impairment Related

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Work Expense, PASS plans, Countable Earned Income Calculation (for purposes of SSI) Student Earned Income Exclusion and 1619(b). CONTRACTOR will write benefits analysis reports for each consumer which outlines consumer's benefits, work incentives, consumers' options to return to work, and keep their benefits.

3. Benefits Support Planning- will allow consumers to become self-sufficient by developing an Independent Living Plan (ILP). The ILP will outline goals, objectives and timelines for activities to be completed.

4. Benefits Management- will work in collaboration with consumer to design, implement, monitor and evaluate the outcome of the ILP.

b) Benefits Assistance: CONTRACTOR will assist consumers to gain access to financial and medical benefits and other services for which they may be eligible. CONTRACTOR will assist consumers to complete Medi-Cal applications, Social Security Work Activity Reports, Social Security Request for Waiver of Overpayments and Social Security disability benefits.

c) Housing Assistance: CONTRACTOR will provide information about subsidized housing, will assist consumers to complete the housing application, will provide self-advocacy training in how to look for accessible, affordable and available housing, and about removal of architectural barriers.

d) Independent Living Skills Training: CONTRACTOR will provide Independent Living Skills training and support in a variety of areas such as organization, time management, creating support systems, and other topics in order to develop social and organizational skills needed to live more independently.

e) Assistive Technology (AT) services: CONTRACTOR will match consumers with available services, vendors, training and potential funding opportunities, and will assist consumers to identify how to acquire, fund, fit, customize, maintain and/or repair AT. Consumers will also have access to CCCIL's Device Lending Library (DLL). DLL allows consumers to try out AT devices. CCCIL has a variety of devices that consumers can borrow such as iPads, laptops and tables.

f) CONTRACTOR will collaborate with COUNTY to provide a group or group sessions within ACCESS services to efficiently reach the target population. Group format, frequency and topics are based on client needs, space availability, and CONTRACTOR and COUNTY staffing availability.

<u>Goal 2</u>: An estimated total of 25 consumers, to include a maximum of 10 duplicated and 15 unduplicated adult and TAY youth, will receive information and referral services each fiscal year during the term of the Agreement.

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a) CONTRACTOR will provide information on a wide range of topics related to disability and connects people to other sources that provide the services they are seeking. CONTRACTOR also provides information to community agencies about how they can make their services more accessible to people with disabilities. CONTRACTOR will provide information about the different federal and state benefits such Unemployment and State Disability Insurance.

b) CONTRACTOR will collaborate with COUNTY to provide a group or group sessions within ACCESS services to efficiently reach the target population. Group format, frequency and topics are based on client needs, space availability, and CONTRACTOR and COUNTY staffing availability.

B. LIMITATION OF SERVICE/PRIOR AUTHORIZATION

Admission to the program will be limited to mental health staff, clients/consumers, youth and family members. Screening criteria will be based on the designated funding source.

C. MEETINGS/COMMUNICATIONS/COLLABORATION

CONTRACTOR shall attend quarterly meetings which will include community based organizations to discuss the following: implementation of the contract; the number and percentage of eligible staff, clients/consumers, youth, and family members recruited and receiving benefit management planning services; completion of consumer satisfaction surveys; contract issues; contract usage and effectiveness; and recommendations for contract modifications. CONTRACTOR will collaborate with Interim, Inc., AVANZA Program and COUNTY Behavioral Health staff to promote benefits assistance services.

CONTRACTOR will communicate with contract monitor on a regular basis, at least quarterly, on the source and type of referrals made to the CCCIL program to assist COUNTY to ensure the most appropriate clients are being referred for services.

D. REPORTING REQUIRMENTS

Monterey County Behavioral Health (MCBH) 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, consisting of participant demographic data for each service provided, as well as the program outcomes identified in the "Logic Model" document as required by the Prevention and Early Intervention (PEI) regulations. Reports shall be submitted on a quarterly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor and PEI Coordinator. The "Logic Model' document will be reviewed at least annually and can be revised upon mutual agreement by CONTRACTOR and COUNTY, as part of the PEI Program Evaluation Reporting process.

E. AUDIT REQUIREMENTS

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CONTRACTOR shall provide COUNTY access to all CONTRACTOR'S records and evaluations of individuals referred to the program, with the written consent of the beneficiary. COUNTY shall have the right to conduct inspections and/or audits of CONTRACTOR to determine whether expenditures by CONTRACTOR were made in compliance with this contract for the fiscal year covered under this Agreement and other applicable federal or state statutes and regulations.

F. PATTERN OF SERVICE

The services provided by the CONTRACTOR under this Agreement cannot be the customary or typical services, but rather, the services must have been modified, adapted, expanded, or reconfigured to provide services to mental health staff, clients/consumers, youth and family members.

G. DESIGNATED CONTRACT MONITOR

Iohana Tapia, LMFT
Behavioral Health Service Manager II
Monterey County Health Department
Behavioral Health Bureau
1441 Constitution Blvd., Building 400, Suite 202
Salinas, CA 93906
(831) 796-1700

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

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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:

   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.

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ii. A reasonable probability of significant deterioration in an important area of life functioning.

b. The client's condition as described in paragraph (a) is due to either of the following:

i. A diagnosed mental health disorder, according to the criteria in the current editions of the DSM and ICD.

ii. A suspected mental disorder that has not yet been diagnosed.

C. Additional Clarifications

1. Criteria

a. A clinically appropriate and covered mental health prevention, screening, assessment, treatment, or recovery service listed within Exhibit A of this Agreement can be provided and submitted to the COUNTY for reimbursement under any of the following circumstances:

i. The services were provided prior to determining a diagnosis, including clinically appropriate and covered services provided during the assessment process;
ii. The service was not included in an individual treatment plan; or

iii. The client had a co-occurring substance use disorder.

2. Diagnosis Not a Prerequisite

a. Per BHIN 21-073, a mental health diagnosis is not a prerequisite for access to covered SMHS. This does not eliminate the requirement that all Medi-Cal claims, including SMHS claims, include a current Centers for Medicare & Medicaid Services (CMS) approved ICD diagnosis code.

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

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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 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:

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a. Services are provided prior to determination of a diagnosis, during the assessment or prior to determination of whether SMHS access criteria are met, even if the assessment ultimately indicates the client does not meet criteria for SMHS.

b. If CONTRACTOR is serving a client receiving both SMHS and NSMHS, CONTRACTOR holds responsibility for documenting coordination of care and ensuring that services are non-duplicative.

IV. AUTHORIZATION AND DOCUMENTATION PROVISIONS

A. Services Authorization

1. CONTRACTOR will collaborate with COUNTY to complete authorization requests in line with COUNTY and DHCS policy.

2. CONTRACTOR shall have in place, and follow, written policies and procedures for completing requests for initial and continuing authorizations of services, as required by COUNTY guidance.

3. CONTRACTOR shall respond to COUNTY in a timely manner when consultation is necessary for COUNTY to make appropriate authorization determinations.

4. COUNTY shall provide CONTRACTOR with written notice of authorization determinations within the timeframes set forth in BHINs 22-016 and 22-017, or any subsequent DHCS notices.

5. CONTRACTOR shall alert COUNTY when an expedited authorization decision (no later than 72 hours) is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function.

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.

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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 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

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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 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-

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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.

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.

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CONTRACTOR shall participate in the Monterey Integrated System Transformation Initiative (MISTI). CONTRACTOR will take specific actions to develop co-occurring capability within their programs, including:

- Appointing a representative to the MISTI Steering Committee.
- Identifying a change agent for each program to participate in monthly meetings and training events
- Completing a COMPASS-EZ self-assessment for each agency and identifying priority areas for action
- Developing a Quality Improvement (QI) action plan derived from the COMPASS-EZ that focuses on at least three key areas such as improving engagement, recognition, integrated service planning, and staff competency in co-occurring care.
- Participating in activities designed by MCBH to improve collaboration between mental health and substance use disorder programs, ensuring integrated care for individuals with co-occurring conditions

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EXHIBIT B: PAYMENT AND BILLING PROVISIONS

I. PAYMENT TYPES

Cost Reimbursement (CR) up to the maximum contract amount.

II. PAYMENT AUTHORIZATION FOR SERVICES

The COUNTY'S commitment to authorize reimbursement to the CONTRACTOR for services as set forth in this Exhibit B is contingent upon COUNTY authorized admission and service, and CONTRACTOR'S commitment to provide care and services in accordance with the terms of this Agreement.

III. PAYMENT RATE

The COUNTY agrees to pay the cost reimbursement rate based on the service rate outlined in the following table and shall be subject to the applicable cost report provisions of this Agreement.

Service Type	Number of Unduplicated Clients Served per FY	FY 2025-2026	Total
Benefits Counseling, Individual Advocacy, Housing assistance, Independent Living Skills and Assistive Technology (AT) Services	**80-150**	**$203,581**	**$203,581**
Information and referral services	**25**		
Maximum Amount Billable Per Month:		**$16,965.08**	
MAXIMUM COUNTY OBLIGATION:			**$203,581**

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

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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 G, Behavioral Health Invoice Form in Excel format with electronic signature along with supporting documentation, as may be required by the COUNTY for services rendered to:

MCHDBHFinance@countyofmonterey.gov

E. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR.

F. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.

G. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.

H. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services to a particular Program Amount, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment from the correct Program Amount, or COUNTY may make corrective accounting transactions to transfer the payment of the services to the appropriate Program Amount.

I. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

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V. MAXIMUM OBLIGATION OF COUNTY

A. Subject to the limitations set forth herein, COUNTY shall pay to CONTRACTOR during the term of this Agreement a maximum amount of $203,581for services rendered under this Agreement.

B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
July 1, 2025 to June 30, 2026	$203,581
TOTAL MAXIMUM COUNTY OBLIGATION:	$203,581

C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.

D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.

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

VI. BILLING AND PAYMENT LIMITATIONS

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

B. Allowable Costs: Allowable costs shall be the CONTRACTOR'S actual costs of developing, supervising and delivering the services under this Agreement, as set forth in the Budget provided in Exhibit H and 2 C.F.R. § 230. Only the costs listed in Exhibit H of this Agreement as contract expenses may be claimed as allowable costs. Any dispute

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over whether costs are allowable shall be resolved in accordance with the provisions of applicable Federal, State and COUNTY regulations.

C. Cost Control: CONTRACTOR shall not exceed by more than twenty (20%) percent any contract expense line item amount in the budget without the written approval of COUNTY, given by and through the Contract Administrator or Contract Administrator's designee. CONTRACTOR shall submit an amended budget using Exhibit H, or on a format as required by the COUNTY, with its request for such approval. Such approval shall not permit CONTRACTOR to receive more than the maximum total amount payable under this Agreement. Therefore, an increase in one line item shall require corresponding decreases in other line items.

D. Other Limitations for Certain Funded Programs: In addition to all other limitations provided in this Agreement, reimbursement for services rendered under certain Funded Programs may be further limited by rules, regulations and procedures applicable only to that Funded Program. CONTRACTOR shall be familiar with said rules, regulations and procedures and submit all claims in accordance therewith.

E. Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, State adjudication of Medi-Cal claims, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.

B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.

C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.

D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S

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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.

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.

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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 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:

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1. The determination and collection of patient/client fees for services hereunder based on the Uniform Method of Determining Payment (UMDAP), in accordance with the State Department of Health Care Services guidelines and WIC sections 5709 and 5710.

2. The eligibility of patients/clients for Short-Doyle/Medi-Cal, Medicaid, Medicare, private insurance, or other third party revenue, and the collection, reporting and deduction of all patient/client and other revenue for patients/clients receiving services hereunder. CONTRACTOR shall pursue and report collection of all patient/client and other revenue.

B. All fees paid by patients/clients receiving services under this Agreement and all fees paid on behalf of patients/clients receiving services hereunder shall be utilized by CONTRACTOR only for the delivery of mental health service/activities specified in this Agreement.

C. CONTRACTOR may retain unanticipated fee for service program revenue, under this Agreement, provided that the unanticipated revenue is utilized for the delivery of mental health services/activities specified in this Agreement.

D. CONTRACTOR shall not retain any fees paid by any sources for, or on behalf of, Medi-Cal beneficiaries without deducting those fees from the cost of providing those mental health services for which fees were paid.

E. CONTRACTOR may retain any interest and/or return which may be received, earned or collected from any funds paid by COUNTY to CONTRACTOR, provided that CONTRACTOR shall utilize all such interest and return only for the delivery of mental health services/activities specified in this Agreement.

F. Failure of CONTRACTOR to report in all its claims and in its Annual Report(s) all fees paid by patients/clients receiving services hereunder, all fees paid on behalf of patients/clients receiving services hereunder, all fees paid by third parties on behalf of Medi-Cal beneficiaries receiving services and/or activities hereunder, and all interest and return on funds paid by COUNTY to CONTRACTOR, shall result in:

1. CONTRACTOR'S submission of a revised claim statement and/or Annual Report(s) showing all such non-reported revenue.
2. A report by COUNTY to State of all such non-reported revenue including any such unreported revenue paid by any sources for or on behalf of Medi-Cal beneficiaries and/or COUNTY'S revision of the Annual Report(s).
3. Any appropriate financial adjustment to CONTRACTOR'S reimbursement.

X. CASH FLOW ADVANCE IN EXPECTATION OF SERVICES/ ACTIVITIES TO BE RENDERED OR FIXED RATE PAYMENTS

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A. The Maximum Contract Amount for each period of this Agreement includes Cash Flow Advance (CFA) or fixed rate payments which is an advance of funds to be repaid by CONTRACTOR through the provision of appropriate services/activities under this Agreement during the applicable period.

B. For each month of each period of this Agreement, COUNTY shall reimburse CONTRACTOR based upon CONTRACTOR'S submitted claims for rendered services/activities subject to claim edits, and future settlement and audit processes.

C. CFA shall consist of, and shall be payable only from, the Maximum Contract Amount for the particular fiscal year in which the related services are to be rendered and upon which the request(s) is (are) based.

D. CFA is intended to provide cash flow to CONTRACTOR pending CONTRACTOR'S rendering and billing of eligible services/activities, as identified in this Exhibit B, Sections III. and V., and COUNTY payment thereof. CONTRACTOR may request each monthly Cash Flow Advance only for such services/activities and only to the extent that there is no reimbursement from any public or private sources for such services/activities.

E. Cash Flow Advance (CFA) Invoice. For each month for which CONTRACTOR is eligible to request and receive a CFA, CONTRACTOR must submit to the COUNTY an invoice of a CFA in a format that is in compliance with the funding source and the amount of CFA CONTRACTOR is requesting. In addition, the CONTRACTOR must submit supporting documentation of expenses incurred in the prior month to receive future CFAs.

F. Upon receipt of the Invoice, COUNTY, shall determine whether to approve the CFA and, if approved, whether the request is approved in whole or in part.

G. If a CFA is not approved, COUNTY will notify CONTRACTOR within ten (10) business days of the decision, including the reason(s) for non-approval. Thereafter, CONTRACTOR may, within fifteen (15) calendar days, request reconsideration of the decision.

H. Year-end Settlement. CONTRACTOR shall adhere to all settlement and audit provisions specified in Exhibit I, of this Agreement, for all CFAs received during the fiscal year.

I. Should CONTRACTOR request and receive CFAs, CONTRACTOR shall exercise cash management of such CFAs in a prudent manner.

XI. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to

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implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."

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EXHIBIT C:
CONFIDENTIALITY OF PATIENT INFORMATION

Confidentiality of Patient Information and Records. All patient information and records are confidential. CONTRACTOR shall maintain the confidentiality of all patient records, including billings and computerized records, in accordance with all state and federal law relating to confidentiality of patient records and patient information, including but not limited to: Welfare and Institutions Code sections 5328, *et seq*., 14100.2, and 10850, *et seq*; Title 45 Code of Federal Regulations section 205.50, and Title 42, CFR, section 431.300 et seq.

"Patient information" or "confidential information" includes any patient/recipient of services identifying information including, but not limited to: name, identifying numbers, symbol, fingerprint, photograph or voice print. In addition, "patient information" or "confidential information" includes all information CONTRACTOR has obtained about a patient/recipient of services whether or not a documentary record of such information exists.

Use and Disclosure of Patient Information. Confidential information gained by CONTRACTOR from access to records and from contact with patients/recipients of service and complainants shall be used by CONTRACTOR only in connection with its performance under this Agreement. CONTRACTOR shall not disclose patient records or information, including the identities of patients/recipients of service, without proper consent to such disclosure or a court order requiring disclosure. In addition, CONTRACTOR shall obtain COUNTY's authorization to such disclosure prior to any release of confidential information. The COUNTY, through the Behavioral Health Director, shall have access to such confidential information.

Penalty for Unauthorized Disclosure. CONTRACTOR understands that disclosure of patient information in violation of law may subject the party releasing the information to a minimum of $10,000 in civil damages, as set forth in Welfare and Institutions Code Section 5330.

Duty to Warn. CONTRACTOR understands that persons providing services under this Agreement may, in certain situations involving a patient or recipient of services who is a danger to himself or others, have a duty to warn third parties of such danger and should consult supervisory staff and/or legal counsel about such duty to warn as appropriate.

Dissemination of these Confidentiality Provisions. CONTRACTOR shall inform all its officers, employees, agents, and subcontractors providing services hereunder of these provisions.

By my signature below, as the authorized representative of the CONTRACTOR named below, I certify acceptance and understanding for myself and the CONTRACTOR of the above confidentiality provisions.

DocuSigned by:
Judy Cabrera
02A6B3208310468...
Signature of Authorized Representative

12/3/2025 | 8:55 AM PST
Date

Central Coast Center for Independent Living
Business Name of Contractor

Judy Cabrera
Name of Authorized Representative (printed)

Executive 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 Business Name	Central Coast Center for Independent Living	
Name of Contractor's Designee	Judy Cabrera	
Title of Designee	Executive Director	
Street: 318 Cayuga Street, Suite 208		
City: Salinas	State: CA	Zip: 93901
IRS Employer Identification Number	77-0055747	

I certify that the above information is complete and correct to the best of my knowledge and belief.

Docusigned by:
Judy Cabrera
02A6B3208310468...
Signature of Contractor

Date 12/3/2025 | 8:55 AM PST

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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.

Central Coast Center for Independent Living
Contractor (Organization Name)

DocuSigned by:
Judy Cabrera
02A6B3208310468...
Signature of Authorized Representative

Judy Cabrera
Name of Authorized Representative

12/3/2025 | 8:55 AM PST
Date

Executive Director
Title of Authorized Representative

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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 CENTRAL COAST CENTER FOR INDEPENDENT LIVING ("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:

Central Coast Center for Independent Living-CCCIL
Attn: Judy Cabrera
Executive Director
Phone: 8,317,572,968.00
Fax: 8,317,575,549.00
Email:

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: DocuSigned by: Judy Cabrera 02A6B3208310468...	By:
Print Name Judy Cabrera	Print Name: Elsa Jimenez
Print Title Executive Director	Print Title: Health Services Director
Date: 12/3/2025 | 8:55 AM PST	Date:

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Monterey County Behavioral Health - Cost Reimbursement Invoice Form

Contractor :	Central Coast Center for Independent Living
Address Line 1	318 Cayuga Street, Suite 208
Address Line 2	Salinas, CA 93901
Tel. No.:	(831) 757-2968
Fax No.:	(831) 757-5549
Contract Term:	July 1, 2025 - June 30, 2026
BH Division :	Behavioral Health

Invoice Number :

County PO No.:

Invoice Period :

Final Invoice : (Check if Yes)

BH Control Number

	Service Description	Total Annual Contract Amount FY 2025-26	Dollar Amount Requested this Period	Dollar Amount Requested to Date	Dollar Amount Remaining	% of Total Contract Amount Remaining
	Work Incentive Counseling Activities & Independent Living Services					
	Information & Referral					
	Maximum Amount Billable per Month:	$16,965.08				
TOTALS:	**Total Amount per FY 2025-26:**	**$203,581.00**			$203,581.00	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: _____ Telephone: _____

Send to:	Behavioral Health Accounting Office	Behavioral Health Authorization for Payment
	1270 Natividad Road	
	Salinas, CA 93906	
	MCHDBHFinance@co.monterey.ca.us	Authorized Signatory Date

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EXHIBIT H

Vendor Name

BUDGET AND EXPENDITURE REPORT

For Monterey County - Behavioral Health

PROGRAM:

		Actual FY 2023-24	Estimated FY 2024-25	Requested FY 2025-26
A. PROGRAM REVENUES				
Requested Monterey County Funds				
Other Program Revenues				
TOTAL PROGRAM REVENUES (equals Allowable Program Expenditures)		-	-	--

B. ALLOWABLE PROGRAM EXPENDITURES - Allowable Expenditures for the services provided in accordance with requirements contained in this Agreement. Expenditures should be reported within the cost categories listed below.

1 Program Expenditures				
2	Salaries and wages			
3	Payroll taxes			
4	Employee benefits			
5	Workers Compensation			
6	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			
7	Temporary Staffing			
8	Flexible Client Spending (please provide supporting documents)			--
9	Client Transportation Costs and staff mileage			
10	Employee Travel and Conference			--
11	Staff Training			--
12	Communication Costs			--
13	Utilities			--
14	Cleaning and Janitorial			--
15	Insurance and Indemnity			--
16	Maintenance and Repairs - Buildings			--
17	Maintenance and Repairs - Equipment			--
18	Printing and Publications			--
19	Memberships, Subscriptions and Dues			--
20	Office Supplies			--
21	Postage and Mailing			--
22	Legal Services (when required for the administration of the County Programs)			--

EXHIBIT H

		Actual FY 2023-24	Estimated FY 2024-25	Requested FY 2025-26
23	Audit Costs and Related Services (Audits required by and conducted in accordance with the Single Audit Act (OMB Circular A-133)			--
24	Other Professional and Consultant Services (allowable with prior specific approval from Monterey County)			--
25	Rent and Leases - building and improvements			--
26	Rent and Leases - equipment			--
27	Taxes and assessments			--
28	Interest in Bonds			--
29	Interest in Other Long-term debts			--
30	Other interest and finance charges			--
31	Advertising (for recruitment of program personnel, procurement of services and disposal of surplus assets)			--
32	Miscellaneous (please provide details)			--
33	**Total Program Expenditures**	$-	$-	**$-**
34	Administrative Expenditures - the allocation base must reasonably reflect the level of service received by the County from the program/activity and there must be a direct causal relationship between the allocation based used and the service provided. The allocation base must be auditable and supported by information kept by the CONTRACTOR.			
35	Salaries and wages (please include personnel and contract administration)			--
36	Payroll taxes			--
37	Employee benefits			--
38	Workers Compensation			--
39	Severance Pay (if required by law, employer-employee agreement or established written policy or associated with County's loss of funding)			--
40	Transportation, Travel, Training and Conferences			--
41	Data Processing (Computers & Technology)			--
42	Utilities (Telephone & Communications)			--
43	Cleaning and Janitorial			--
44	Insurance and Indemnity			--
45	Maintenance and Repairs - Buildings			--
46	Maintenance and Repairs - Equipment			--
47	Memberships, Subscriptions and Dues			--
48	Office Supplies			--
49	Postage and Mailing			--
50	Legal Services (when required for the administration of the County Programs)			--
51	Other Professional and Specialized Services (allowable with prior specific approval from Monterey County)			--
52	Rent and Leases - building and improvements			--

EXHIBIT H

		Actual FY 2023-24	Estimated FY 2024-25	Requested FY 2025-26
53	Rent and Leases - equipment			--
54	Taxes and assessments			--
55	Interest in Bonds			--
56	Interest in Other Long-term debts			--
57	Other interest and finance charges			--
58	Advertising (for recruitment of admin personnel, procurement of services and disposal of surplus assets)			--
59	Miscellaneous (please provide details)			--
60	**Total Administrative Expenditures**	-	-	--
61	**Depreciation Expense**			--
62	**OTHERS - must be authorized by the County and/or not prohibited under Federal, State or local law or regulations.**			
63	**Total Allowable Program Expenditures**	-	-	--

We hereby certify to the best of my knowledge, under penalty of perjury, that the above report is true and correct, that the amounts reported are traceable to (Contractor's Name) accounting records, and that all Monterey County funds received for the purposes of this program were spent in accordance with the Contract's program requirements, the Agreement and all applicable Federal, State and County laws and regulations. Falsification of any amount disclosed herein shall constitute a false claim pursuant to California Government Code Section 12650 et seq.

Executive Director's Signature **Date** **Finance Director's Signature** **Date**

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I. AUDITS AND AUDIT APPEALS

A. At any time during the term of this Agreement or after the expiration or termination of this Agreement, in accordance with Federal and State law including but not limited to the California Welfare and Institutions Code (WIC) Sections 14170 et seq., authorized representatives from the Federal governments, State or COUNTY may conduct an audit of CONTRACTOR regarding the services/activities provided under the fiscal year(s) for which the audit is outstanding. In addition, contract compliance audits or reviews may be conducted by the County of Monterey Auditor-Controller's Office or designated representative. Furthermore, the California State Controller Office performs audits of the mandated cost claims for the seriously emotionally disturbed pupils for the Out-of-State Mental Health Services Program and Handicapped and Disabled Students Programs. The Centers for Medicare and Medicaid Services (CMS) also perform audits of the Certified Public Expenditure (CPE) processes, negotiated rate audit information, and other issues.

B. Settlement of audit findings shall be conducted according to the auditing party's procedures in place at the time of the audit.

C. In the case of a Federal Government or State audit, COUNTY may perform a post-audit based on Federal or State audit findings. Such post-audit shall take place when the Federal Government or State initiates its settlement action, which customarily is after the issuance of the audit report by the Federal Government or State and before the Federal Government or State's audit appeal process.

1. If the Federal Government or State stays its collection of any amounts due or payable because of the audit findings, COUNTY shall also stay its settlement of the same amounts due or payable until the responsible auditing party initiates its settlement action with COUNTY.

2. COUNTY shall follow all applicable Federal, State and local laws, regulations manuals, guidelines and directives in recovering from CONTRACTOR any amount due to the COUNTY.

3. COUNTY shall issue an invoice to CONTRACTOR for any amount due to the COUNTY no later than ninety (90) calendar days after the Federal or State issues its audit settlement letter to the COUNTY. CONTRACTOR shall make payment to the COUNTY in accordance with the terms of Section II (Method of Payments for Amounts Due to COUNTY) of this Exhibit I. Said payment shall be submitted to the person and at the address identified in the COUNTY invoice.

D. CONTRACTOR may appeal any such audit findings in accordance with the audit appeal process established by the party performing the audit.

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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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