

**AMENDMENT NO. 3
TO MENTAL HEALTH SERVICES AGREEMENT A-15506
BY AND BETWEEN
COUNTY OF MONTEREY AND
PARTNERS FOR PEACE**

This Amendment No. 3 to Agreement A-15506 is made and entered into by and between the County of Monterey, hereinafter referred to as COUNTY, and Partners for Peace, hereinafter referred to as CONTRACTOR.

WHEREAS, on September 3, 2021, the COUNTY and CONTRACTOR entered into Agreement A-15506, Amendment No. 1 dated May 17, 2022, and Amendment No. 2 dated July 2, 2022; and

WHEREAS, the COUNTY and CONTRACTOR request to amend the Agreement as specified below:

Funding and services to be billed monthly for Program 1: Culturally Relevant Parenting Classes and Program 2: Interconnected Systems Framework (ISF) for FYs 2022-25

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

1. EXHIBIT A-3 PROGRAM DESCRIPTION replaces EXHIBIT A-2. All references in the Agreement to EXHIBIT A-2 shall be construed to refer to EXHIBIT A-3.
2. EXHIBIT B-3 PAYMENT PROVISIONS replaces EXHIBIT B-2. All references in the Agreement to EXHIBIT B-2 shall be construed to refer to EXHIBIT B-3.
3. Except as provided herein, all remaining terms, conditions and provisions of this Agreement are unchanged and unaffected by this AMENDMENT NO. 3 and shall continue in full force and effect as set forth in the Agreement.
4. This AMENDMENT NO. 3 shall be effective retroactive to July 1, 2022.
5. A copy of AMENDMENT NO. 3 shall be attached to the original AGREEMENT executed by the County on September 3, 2021.

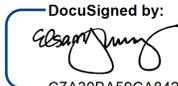
IN WITNESS WHEREOF, COUNTY and CONTRACTOR have executed this Amendment No. 3 to Agreement A-15506 as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Contracts/Purchasing Officer

Date: _____

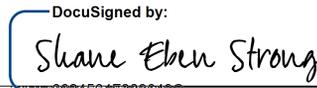
By:  _____
Department Head (if applicable)

Date: 5/18/2023 | 10:15 AM PDT

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form ¹

By:  _____
County Counsel

Date: 5/15/2023 | 11:11 AM PDT

Approved as to Fiscal Provisions²

By:  _____
Auditor/Controller

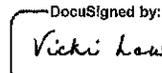
Date: 5/17/2023 | 4:30 PM PDT

Approved as to Liability Provisions³

By: _____
Risk Management

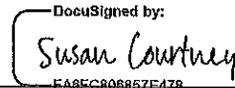
Date: _____

PARTNERS FOR PEACE

Contractor's Business Name*
By:  _____
(Signature of Chair, President, or Vice-president) *

Vicki Law, Executive Director
Name and Title

Date: 5/8/2023 | 3:50 PM PDT

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

Susan Courtney, Treasurer
Name and Title

Date: 5/11/2023 | 1:01 PM PDT

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required; if Agreement is \$100,000 and less approval by County Counsel is required only when modifications are made to any of the Agreement's standardized terms and conditions

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in Sections XI or XII

EXHIBIT A-3: PROGRAM DESCRIPTION

PROGRAM 1: CULTURALLY RELEVANT PARENTING CLASSES

**Effective September 1, 2021 – June 30, 2025*

I. IDENTIFICATION OF PROVIDER

Partners For Peace – Culturally Relevant Parenting Classes

Mailing Address: Partners For Peace, PO Box 2473, Salinas, CA 93902

Physical Office Address: 855 East Laurel Drive, Bldg. H, Salinas, CA 93905

Services will be provided at schools, faith-based buildings, and community rooms throughout Monterey County.

Office Telephone: (831) 754-3888

Vicki Law, Executive Director (831) 726-6459

II. INCORPORATION STATUS

501(c) 3

III. PROGRAM NARRATIVE(S) AND SERVICE DESCRIPTION

A. Program Description

Partners For Peace (“P4P”) has been building strong families for a peaceful community for 25 years. P4P provides a continuum of prevention to intervention services for parents, families, and youth. Using an evidence-based/informed family skills training program and parenting training for high-risk (adjudicated, court referred, expelled) youth and their parents, P4P seeks to improve social competencies, parenting skills and the parent-child relationship. The classes deliver the message that we want families to teach their kids their family values. Parents tend to parent the way their parents parented them. Our parents did not have to deal with sexting, violent streaming video, bullying via social media, etc. Partners For Peace delivers three culturally relevant parenting classes that encourage parents/caregivers and youth to consistently pick up 21st century tools for 21st century youth behaviors. All family programs have their foundation in the five protective factors: parental resilience, social connections, concrete support in times of need, knowledge of parenting and child development and social and emotional competence of children.

Love is instinctual, skills are not. P4P’s programs have consistently reduced recidivism rates and increased school success. Research shows that protective parenting improves family relationships and decreases family conflict, contributing to lower levels of substance use. Parents want to protect their children, but it is challenging. Youth need skills to help them resist the peer pressure that leads to risky behaviors. The need to invest in parent education now is greater than ever to ensure both the quality and sustainability of programming and the safety and well-being of children and families.

B. Prevention Services to be Provided

1. Strengthening Families Program for Parents and Caregivers and youth ages 10-16 (“SFP”) consists of one (1) Orientation followed by a seven (7) 2-hour class series.
2. Loving Solutions a prevention model for parents of youth 5 to 10 years of age and is a curriculum that focusses on healthy eating and sleeping, positive discipline, school success and communication and bonding. This program contains resources for parents with children diagnosed with ADD/ADHD.
3. Parent Project® for parents and caregivers with youth ages 11-17, addresses challenging and destructive behaviors, e.g., gangs/gang adjacent activity, drug, vaping and alcohol use, runaways, cutting, violence in the community or home, or chronic truancy. The Parent Project consists of one (1) Orientation followed by ten (10) 2-hour classes and the formation of family support groups that continue after the parents have graduated from the class.

Number of Individuals to Be Served in Culturally Relevant Family Education Programs:

Fiscal Year 2021-2022: Parents/Caregivers and Youth (5-17 years of age) total of 640
Fiscal Year 2022-2023: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2023-2024: Parents/Caregivers and Youth (5-17 years of age) total of 760
Fiscal Year 2024-2025: Parents/Caregivers and Youth (5-17 years of age) total of 760

In FY 22/23, a Systems Navigator will be hired to perform the following duties:
Outreach, meeting with family school liaisons, one-to-one makeup of missed classes to increase graduation rates, and providing parents/caregivers with links to community wrap around services (mental health, food, shelter, clothing, drug, and alcohol intervention, etc. The families served by this position will have participated in or graduated from classes.

Number of Families Served:

Fiscal Year 2022-2023: 250
Fiscal Year 2023-2024: 300
Fiscal Year 2024-2025: 300

C. Program Goals & Activities

- (1) Goal: Increase access and involvement in psychosocial and emotional development programs that enable children/youth and parents/caregivers to interact with others in healthy and wholesome ways; promote meaningful parental and community involvement and enhance awareness/understanding of importance of socio-emotional development. Continue to serve families through a prevention/intervention family education continuum delivered via Zoom and in-person when it is safe to do so.

Activities: Identify Facilitators, dates and time, insurance needs, market classes through existing and new partners, delivery of classes, perform fidelity checks, evaluate the class data, provide on-going parent/caregiver support groups, and provide a visible community presence to educate community partners and the broader community about

the importance of family education. Request for referrals to other services from parents/caregivers are processed to ensure that families receive the needed wrap-around services to support their healthy, thriving families.

- (2) Goal: On-going training for 30 Facilitators on the topics of effective Zoom presentations, delivery of classes online while maintaining course fidelity, mindfulness workshops and community resources.

Activities: Set-up, market, deliver and evaluate the Facilitator workshops. During intake process and classes, family needs are identified and referred to needed services.

- (3) Goal: Maintain a well-qualified staff to deliver and evaluate the parent education class series with fidelity.

Activities: Staff receive on-going training, feedback, and evaluation. The P4P Board of Directors annually evaluates the Strategic Plan and the work of the Executive Director.

Activities: Part-Time Systems Navigator: Recruitment and retention of parents/caregivers enrolled in family education classes.

D. Program Objectives

Building a multiple-program spectrum of services requires greater communication, coordination and connectivity with the community, the clients, and the staff (especially the facilitators). Measuring progress, producing media updates, ensuring integration of program fidelity, supporting each participant with the resources needed to achieve healthy behavior, enhancing the quality of facilitators is vital to program effectiveness.

Objective 1: Increase the number of families served in Monterey County by 20% (as compared to 2019 data), through the delivery of prevention/intervention family education programs that positively impact youth in Monterey County.

- Youth will report increased communication and bonding with their families.
- 100% of the parents/caregivers would recommend the classes to other families.
- 75% will report a decrease in negative youth behaviors.
- Using a scale of 1 = No Knowledge to 5= Good As It Can Be, parents will average "4" for "I feel confident in my efforts to help my child"; "I am consistent with the consequences"; "I acknowledge and praise my child's effort"

Objective 2: Provide certificated training for ten (10) new Parent Project Facilitators to expand the footprint of the organization throughout Monterey County.

- Set up/recruit training class. Deliver training, provide coaching/training as co-Facilitator through one class series before assuming responsibilities of being solo-Facilitator.

Objective 3: Staff/Facilitator support: Provide staff salaries/stipends and on-going education to support staff/Facilitators in their work and retain a well-qualified staff for delivery of programs. Delivery of 30 class series in Year One (10 months) and 38 class series in Year Two (12 months). Classes will be advertised via print copy, community meetings, speaking engagements and through social media platforms.

- Well-qualified staff will provide ongoing enrichment opportunities and fidelity to 30 Facilitators. Two (2) Facilitators are currently Youth Mental Health First Aid Facilitators and will provide that opportunity to Facilitators in 2022.
- The class database to include attendance, registration and pre/post surveys will be well maintained and available for evaluation reports.
- 38 class series per year will be delivered throughout Monterey County both online and in-person to meet the geographical needs of the County.

E. Expected Outcomes:

Goal #1 Outcomes: Families will report increased communication, bonding, increased school success and a decrease in difficult or challenging behaviors.

Goal #2 Outcomes: Facilitators have the training they need to meet the needs of families during the pandemic and beyond. Wrap-around services for basic needs and family needs are continually shared with the families served.

Goal 3: Outcomes: P4P continues to provide staff and Facilitators that are well-qualified to deliver programs with fidelity.

F. Service Delivery Site(s) and Hours of Operation

1. Site(s): P4P will identify sites quarterly throughout Monterey County to deliver the family education programs. Salinas and South County will have priority when determining class in-person locations. The UCLA Center for Health Policy Research identified East Salinas and South County as having 61% who feel safe in their neighborhoods compared with 82% for the entire county and 88% for the state). Online classes will be available to parents/caregivers throughout Monterey County.
2. Hours of Operation: Office Hours: 9:00 AM – 5:00 PM, Monday – Friday. Course delivery hours are seven (7) to ten (10) consecutive weeks, with two (2) to three (3) online or in-person class orientations prior to delivery of the curriculum to manage the registration process, identify course expectations, parent/caregiver needs (transportation, technology, literacy level) and class delivery information (including Zoom orientation if needed for online classes). The courses are generally from 6:00/6:30 PM – 8:00/8:30 PM. A few Loving Solutions class series are delivered at the school in the morning hours.

IV. PROGRAM ELIGIBILITY

- A. Population/Catchment Area to Be Served: Families throughout Monterey County. Classes are delivered in English and Spanish. Adult parents/caregivers and their children ages 5-17 will receive services.
- B. Legal Status: Voluntary

V. MEETINGS/COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or Services Manager (“Contract Monitor”) to monitor progress on consumer and program outcomes; oversee contract implementation; and evaluate contract usage, effectiveness, issues, and recommendations.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health 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 as required by the Prevention and Early Intervention (PEI regulations). Reports shall be submitted on a monthly basis no later than thirty (30) days following the end of each month to MCBH’s designated Contract Monitor and to EvalCorp via this email address: mcbh-eval@evalcorp.com.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651
RodenbushKM@co.monterey.ca.us

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PROGRAM 2: INTERCONNECTED SYSTEMS FRAMEWORK (ISF)

**Effective February 1, 2022 – June 30, 2025*

I. IDENTIFICATION OF PROVIDER

Partners For Peace
855 East Laurel Drive, Bldg. H, Salinas, CA 93905
Office Telephone: (831) 754-3888
Vicki Law, Executive Director (831) 726-6459
Incorporation status: 501(c) 3

II. PROGRAM GOAL

To provide parents/caregivers of a child presenting with challenging or destructive behaviors leading to academic and school discipline problems, with supports, interventions, and parenting strategies that directly address the mental health needs of the child.

III. PROGRAM NARRATIVE

In 2021 the COUNTY was awarded a 4-year Mental Health Student Services Act (MHSSA) grant through the Mental Health Services Oversight and Accountability Commission to provide mental health support services in Monterey County public schools. COUNTY allocated MHSSA grants funds to provide mental health support services within school by expanding parenting training and education to students and their parents/caregivers as part of the Interconnected Systems Framework (ISF) and Positive Behavior Interventions and Supports (PBIS). PBIS is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The ISF aims to build upon Positive Behavioral Interventions and Supports and school mental health and integrate both systems into one comprehensive model that can be implemented in a multi-tier framework. Multi-tiered systems of support align with the public health model of universal promotion and prevention, secondary early intervention, and tertiary treatment. When implemented with fidelity, the ISF increases collaboration, efficiency and communication between the education and mental health systems.

IV. SERVICE DESCRIPTION

1. CONTRACTOR shall provide the following parenting courses to students and/or parent/caregiver at the following participating school districts: Alisal Union, Gonzales Union, King City Union, Salinas City Elementary, Salinas Union, San Antonio Union, and Soledad Unified.

a. Parent Project Senior, Changing Destructive Adolescent Behavior Workshops

A 10-week course, 1 time per week, for parents/caregivers of youth 11-18 years of age only. The program demonstrates tools to positively change destructive youth behavior, substance abuse, gang adjacent activity, truancy, or violence.

b. Parent Project Junior, Loving Solutions Workshops (for elementary school sites only)

A 10-week course offered to parents of children with Attention Deficit Hyperactivity Disorder and/or difficult or challenging behaviors. Using activity-based instruction, support groups and curriculum, this course addresses behaviors such as poor school attendance and performance, truancy, media influences, bullying and violence. The curriculum teaches concrete prevention, identification, and intervention strategies for parents with children up to 11 years old. A total of 10-25 adults may be enrolled in the workshop.

2. CONTRACTOR shall facilitate parenting courses in both Spanish and English.
3. CONTRACTOR shall provide Parent Project and Loving Solutions facilitator training. CONTRACTOR shall identify staff to become a facilitator to increase capacity to provide more parenting classes.
4. CONTRACTOR shall secure space for parenting classes and provide instructional materials. Workshops and facilitator trainings will be delivered at the school site or community-based organization, either in-person or virtually at varying times, depending on each school district's need.
5. The number of parenting workshops and facilitator trainings funded through this contract will be based on each participating school district's needs. CONTRACTOR will report the number of parenting workshops and facilitator trainings administered at each school district/site.
6. CONTRACTOR shall administer pre and post surveys for workshop and facilitator
7. CONTRACTOR shall attend monthly ISF team meetings to coordinate needed parent courses identified by the ISF team for each participating school district.
8. CONTRACTOR shall regularly attend Triage Grant Sub-committee meetings to engage in planning and provide input and feedback on all activities for all grant-related activities.
9. CONTRACTOR shall conduct follow up services for parent workshop participants in need of additional behavioral health services and support with referral to the County Behavioral Health Access program or community-based organization.
10. CONTRACTOR shall support the ISF Implementation Plan and comply with all provisions of the Mental Health Student Services Grant Program.

V. PROGRAM ELIGIBILITY

Participation in workshops will be by referral from the district parent/community liaison, administrator, school personnel, and PBIS Tier 2/3 teams.

VI. MEETING COMMUNICATIONS

CONTRACTOR will meet regularly with the designated Monterey County Behavioral Health (MCBH) Deputy Director or designee to review contract implementation; contract usage; and to provide a program status including, but not limited to, grant reporting requirements, hiring, and any other relevant issues.

VI. REPORTING REQUIREMENTS

Monterey County Behavioral Health shall provide to CONTRACTOR the reporting requirements and instructions as required by the State Mental Health Services Oversight and Accountability Commission and COUNTY. Reports shall be in compliance with grant reporting requirements and standard funding restrictions set forth in the MHSSA grant. Reports shall be submitted on a monthly basis no later than thirty (30) days following the end of each quarter to MCBH's designated Contract Monitor.

Additionally, monthly reports shall include the following data:

- List of personnel at service locations/points of access (e.g., school sites). Access point location and addresses must be identified.
- List of workshops and facilitator trainings provided per school district and indicated if facilitated in-person or virtually.
- Number of students and parents/caregivers participants and demographic data for each workshop or facilitator training.
- Referral source of each participant
- Outcomes data on quarterly on pre and post surveys.

VII. DESIGNATED CONTRACT MONITOR

Kacey Rodenbush, LMFT
Behavioral Health Services Manager II
Monterey County Health Department
Behavioral Health Bureau
1270 Natividad Rd. Salinas, CA 93906
(831) 647-7651

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EXHIBIT B-3: PAYMENT AND BILLING PROVISIONS**I. PAYMENT TYPES**

Negotiated Rate up to the maximum contract amount.

II. PAYMENT RATE & PAYMENT SCHEDULE

Invoices requesting payment shall be prepared using Exhibit G: Behavioral Health Invoice Form.

The following program services will be paid in arrears, not to exceed the negotiated rates for a total maximum of **\$887,998** for FY 2021-22 through FY 2024-25.

Program Summary

Program	FY 2021-2022	FY 2022-2023	FY 2023-2024	FY 2024-2025	Total Amount
Program 1: Culturally Relevant Parenting Classes	\$120,000	\$212,000	\$212,000	\$212,000	\$756,000
Program 2: Interconnected Systems Framework	\$13,750	\$39,416	\$39,416	\$39,416	\$131,998
Total	\$133,750	\$251,416	\$251,416	\$251,416	\$887,998

Program 1: Culturally Relevant Parenting Classes

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	-	\$120,000
FY 2022-23	\$17,666.66	\$212,000
FY 2023-24	\$17,666.66	\$212,000
FY 2024-25	\$17,666.66	\$212,000
Total Maximum Annual Amount for FY 2022-25		\$756,000

Program 2: Interconnected Systems Framework (ISF)

Fiscal Year (FY)	Monthly Invoice Amount	Total Annual Amount
FY 2021-22	-	\$13,750
FY 2022-23	\$3,284.66	\$39,416
FY 2023-24	\$3,284.66	\$39,416
FY 2024-25	\$3,284.66	\$39,416
Total Maximum Annual Amount for FY 2022-25		\$131,998

III. PAYMENT CONDITIONS

- A. In order to receive any payment under this Agreement, CONTRACTOR shall submit reports and claims in such form as General Ledger, Payroll Report and other accounting documents as needed, and as may be required by the County of Monterey Department of Health, Behavioral Health Bureau. Specifically, CONTRACTOR shall submit its claims on Cost Reimbursement Invoice Form provided as Exhibit G, to this Agreement, along with backup documentation, on a monthly basis, to COUNTY so as to reach the Behavioral Health Bureau no later than the thirtieth (30th) day of the month following the month of service. See Section III, above, for payment amount information to be reimbursed each fiscal year period of this Agreement. The amount requested for reimbursement shall be in accordance with the approved budget and shall not exceed the actual net costs incurred for services provided under this Agreement.

CONTRACTOR shall submit via email a monthly claim using Exhibit G, Cost Reimbursement Invoice Form in Excel format with electronic signature along with supporting documentations, as may be required by the COUNTY for services rendered to: MCHDBHFinance@co.monterey.ca.us

- B. CONTRACTOR shall submit all claims for reimbursement under this Agreement within thirty (30) calendar days after the termination or end date of this Agreement. All claims not submitted after thirty (30) calendar days following the termination or end date of this Agreement shall not be subject to reimbursement by the COUNTY. Any claim(s) submitted for services that preceded thirty (30) calendar days prior to the termination or end date of this Agreement may be disallowed, except to the extent that such failure was through no fault of CONTRACTOR. Any "obligations incurred" included in claims for reimbursements and paid by the COUNTY which remain unpaid by the CONTRACTOR after thirty (30) calendar days following the termination or end date of this Agreement shall be disallowed, except to the extent that such failure was through no fault of CONTRACTOR under audit by the COUNTY.
- C. If CONTRACTOR fails to submit claim(s) for services provided under the terms of this Agreement as described above, the COUNTY may, at its sole discretion, deny payment for that month of service and disallow the claim.
- D. COUNTY shall review and certify CONTRACTOR'S claim either in the requested amount or in such other amount as COUNTY approves in conformity with this Agreement, and shall then submit such certified claim to the COUNTY Auditor. The County Auditor-Controller shall pay the amount certified within thirty (30) calendar days of receiving the certified invoice.
- E. To the extent that the COUNTY determines CONTRACTOR has improperly claimed services, COUNTY may disallow payment of said services and require CONTRACTOR to resubmit said claim of services for payment, or COUNTY may make corrective accounting transactions.

- F. If COUNTY certifies payment at a lesser amount than the amount requested COUNTY shall immediately notify the CONTRACTOR in writing of such certification and shall specify the reason for it. If the CONTRACTOR desires to contest the certification, the CONTRACTOR must submit a written notice of protest to the COUNTY within twenty (20) calendar days after the CONTRACTOR'S receipt of the COUNTY notice. The parties shall thereafter promptly meet to review the dispute and resolve it on a mutually acceptable basis. No court action may be taken on such a dispute until the parties have met and attempted to resolve the dispute in person.

IV. 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 **\$887,998** for services rendered under this Agreement.
- B. Maximum Annual Liability:

FISCAL YEAR LIABILITY	AMOUNT
FY 2021 - 2022	\$133,750
FY 2022 - 2023	\$251,416
FY 2023 - 2024	\$251,416
FY 2024 - 2025	\$251,416
TOTAL MAXIMUM LIABILITY	\$887,998

- C. If, as of the date of signing this Agreement, CONTRACTOR has already received payment from COUNTY for services rendered under this Agreement, such amount shall be deemed to have been paid out under this Agreement and shall be counted towards COUNTY'S maximum liability under this Agreement.
- D. If for any reason this Agreement is canceled, COUNTY'S maximum liability shall be the total utilization to the date of cancellation not to exceed the maximum amount listed above.
- E. As an exception to Section D. above with respect to the Survival of Obligations after Termination, COUNTY, any payer, and CONTRACTOR shall continue to remain obligated under this Agreement with regard to payment for services required to be rendered after termination.

VI. BILLING AND PAYMENT LIMITATIONS

Adjustment of Claims Based on Other Data and Information: The COUNTY shall have the right to adjust claims based upon data and information that may include, but are not limited to, COUNTY'S claims processing information system reports, remittance advices, and billing system data.

VII. LIMITATION OF PAYMENTS BASED ON FUNDING AND BUDGETARY RESTRICTIONS

- A. This Agreement shall be subject to any restrictions, limitations, or conditions imposed by State which may in any way affect the provisions or funding of this Agreement, including, but not limited to, those contained in State's Budget Act.
- B. This Agreement shall also be subject to any additional restrictions, limitations, or conditions imposed by the Federal government which may in any way affect the provisions or funding of this Agreement.
- C. In the event that the COUNTY'S Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in COUNTY Agreements, the COUNTY reserves the right to unilaterally reduce its payment obligation under this Agreement to implement such Board reductions for that fiscal year and any subsequent fiscal year during the term of this Agreement, correspondingly. The COUNTY'S notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such action.
- D. Notwithstanding any other provision of this Agreement, COUNTY shall not be obligated for CONTRACTOR'S performance hereunder or by any provision of this Agreement during any of COUNTY'S current or future fiscal year(s) unless and until COUNTY'S Board of Supervisors appropriates funds for this Agreement in COUNTY'S Budget for each such fiscal year. In the event funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. COUNTY shall notify CONTRACTOR of any such non-appropriation of funds at the earliest possible date and the services to be provided by the CONTRACTOR under this Agreement shall also be reduced or terminated.

VIII. AUTHORITY TO ACT FOR THE COUNTY

The Director of the Health Department of the County of Monterey may designate one or more persons within the County of Monterey for the purposes of acting on his/her behalf to implement the provisions of this Agreement. Therefore, the term "Director" in all cases shall mean "Director or his/her designee."